

AMENDMENT #1
October 6, 2025
Invitation for Bids (IFB) Number
PCCD-25-PCW12Rehab-01, 9/18/25
Issued by
Plum Creek Conservation District
Lockhart, Texas

The above numbered IFB hereby is amended as set forth below.

PURPOSE OF AMENDMENT

1. To transmit **2 revised bid form pages**, pen-and-ink changes to the IFB drawings and specifications, and to provide meeting minutes (including Questions and Answers) and the attendance list for the 10/2/25 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-25-PCW12Rehab-01" on the envelope. Fax, electronic, or telegraphic acknowledgments of receipt are not allowed.

ACKNOWLEDGMENT OF RECEIPT

Amendment No. 1 (10-6-2025)
IFB PCCD-25-PCW12Rehab-01 (Site 12 Rehabilitation)

Bidder's Signature: _____

Bidder's Name: _____

Bidder's Title: _____

Date Signed: _____

Company Name: _____

*** REVISED BID FORM PAGES**

Two pages listed below REPLACE pages contained in the 9/18/25 IFB documents. ***Please download the attached revised 2 pages and use when submitting your sealed bid.*** Failure to use these revised bid form pages may be a basis for rejection of bid.

*** PART I, Subpart C, Exhibit B, BID SCHEDULE (Sheet 2 of 3)**

Estimated quantity of Bid Item 16 (Topsoiling) hereby is changed from 102,523 Sq. Yd. to **147,572** Sq. Yd. [IFB Page GP-11 of 21]

*** PART I, Subpart A, OFFER**

1st Paragraph: 754 calendar days is changed TO READ **791 calendar days.** [IFB Page GP-8 of 21]

PEN-AND-INK CHANGES

PART I, General Provisions

Subpart B, Instructions to Bidders: Instruction 19 on page GP-6 of 21, CHANGE “754 (seven hundred fifty-four)” TO READ “791 (seven hundred ninety-one).”

Subpart D (sample Contract Agreement, Article III (Pg. GP-20 of 21. CHANGE “754 (seven hundred fifty-four)” TO READ “791 (seven hundred ninety-one).”

PART II, General Conditions

Article 20 (Workweek / Construction Schedule)

Section (e): ADD Presidents’ Day 2/21 as a 2028 nonworkday.

Section (f) 2028:

- DELETE Presidents Day 2/21.
- Change “Memorial” Day 9/4 TO READ “Labor” Day 9/4.

PART III, Supplemental Conditions

Article 6 (Commencement, Prosecution, and Completion of Work): In 6.(a)(2) CHANGE “seven hundred fifty-four (754)” TO READ “seven hundred ninety-one (791).”

PART IV – CONSTRUCTION & MATERIAL SPECIFICATIONS

Construction Specification 2 – Clearing and Grubbing

Section 7, 1st paragraph: DELETE paragraph and REPLACE with:

“In Section 5, Disposal, all materials removed from the cleared and grubbed areas shall be chipped and used onsite for mulch or disposed of at an offsite disposal area of the Contractor’s own choosing or burned and buried at areas approved by the Engineer. All disposal methods shall be in accordance with state and local regulations.”

Section 7, paragraph 4, 1st sentence: DELETE “at the time of the showing of the site to prospective bidders” and INSERT “by the Engineer during construction.”

Construction Specification 6 – Seeding, Sprigging, and Mulching

ADD the following to Section 6.7.a(2): “Measurement shall be based upon horizontal plan area with no adjustment for slopes.”

Construction Specification 8 – Mobilization and Demobilization

Section 8.4.a.(2): ADD new paragraph (j) as follows:

- (j) The Contractor shall clearly mark the work limits and indicate the construction areas where the work limits coincide/about with commercial and residential development with safety fence, signage, or a combination thereof. Final location and extents shall be approved by the Contracting Officer.

Section 8.4.a.(3)(c): DELETE paragraph and REPLACE with:

- (c) All traffic control devices, warning signs, barricades, safety fence, construction signage, and any other material used to control entry (pedestrian or vehicular) or provide traffic control shall be removed at completion of the work and approval of the Contracting Officer.

Construction Specification 34 – Steel Reinforcement

Section 34.10: ADD the following paragraph: “In Section 3, Bar schedule, lists and diagrams, any shop drawings, steel schedules or bar tags provided by the manufacturer shall reference the bar mark designations shown on the construction drawings.”

Construction Specification 94 – Contractor Quality Control

Section 94.10: ADD new paragraph as follows:

“In Section 7, Reporting results, 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.”

Section 94.10.a.(10), last line: CHANGE “with the request for final payment” TO READ “as specified in Part II, Article 7(e)(3)(v).”

Sealed Specifications, page ii, paragraph 5

CHANGE 697 calendar days TO READ 732 calendar days.

ADD under paragraph 5:

“As published in the Invitation for Bids, Amendment #1 (10/6/2025), **contract performance time is 791 calendar days**. This adds holidays to the Design computation.”

PART V – DRAWING NO. TX-EN-0744

Sheet 4: Attached reduced copy shows fencing that already has been removed.

Sheet 37

See note under Estimated Bill of Materials chart (bottom center of sheet) that references Simpson Strong-Tie Strong-Bolt 2. **DELETE** the current note and **INSERT** the following

“ALL ANCHORS MUST BE SECURED WITH HILTI HIT-HY 200 ADHESIVE ANCHORING SYSTEM OR APPROVED EQUIVALENT. ANCHOR BOLTS SHALL BE ½” DIAMETER WITH A MINIMUM 4 ½” EFFECTIVE EMBEDMENT DEPTH AND COMPATIBLE WITH THE ADHESIVE ANCHORING SYSTEM USED. LONGER ANCHORS MAY BE SUBSTITUTED UPON APPROVAL OF THE ENGINEER.”

DESIGNATIONS (Items Not Marked or Staked)

The drawings and specifications state various items will be designated or marked at the time of the site showing. Due to time constraints, site showing attendees were advised that these items will be designated in writing in IFB Amd. 1 and will not be marked prior to the bid opening. These designations are as follows:

Existing Fence To Be Removed [CSpec-3.7.a.(2)]

Actual limits of existing fence to be removed are as marked on the drawings, except for some fencing already removed as noted on attached Drawing Sheet 4 (reduced copy) and attached aerial site view.

Actual Limits of Clearing and Grubbing [CSpec-2.7.a.(3)]

Actual limits of clearing and grubbing are designated as those areas as shown on the drawings.

Brush Piles and Downed Debris [C-Spec 2.7.a.(3)]

No brush piles or downed debris was noted/marked as needing removal during the time of the site showing.

Locations to Bury Material [CSpec-2.7.4th paragraph]

See pen-and-ink change to CSpec 2, IFB Amd. #1.

QUESTIONS AND ANSWERS 10/2/2025

Q: What has seeding measurement been changed to?

A: See Amendment #1 for pen-and-ink change to CSpec-6.

Q: Is there an elevation requirement stated in the plans or specifications that the Professional Engineer stamped, written dewatering system plan, is required to be designed for?

A: See CS-11 for requirements of this plan.

Q: Is there a maximum depth allowed for excavation in the borrow area?

A: See CS-21 for borrow requirements.

Q: When it rains, is dewatering required?

A: See CS-11 for removal of water requirements. In addition, other specifications have moisture requirements. The contractor is responsible for complying with all contract requirements which includes all construction specifications.

Q: In order to meet the removal of water requirements in CS-11, is there a certain flood event that water must be impounded to?

A: See CS-11 for removal of water requirements.

Q: Is the contractor required to salvage existing riprap from the existing wave berm?

A: See CS-11, CS-61, and plan sheet 2, and any other location noted on the plans or specifications for requirements of salvaging existing riprap that is needed to be removed due to the Contractor's means and methods of performing the work required in this contract. If Contractor needs to move any of that riprap in order to perform the work, it must be salvaged and reinstalled as specified.

Q: Is fabric under the existing riprap of the of the existing riprap wave berm?

A: The contract specifications imply that geotextile is under the referenced riprap in CS-11.8.a.(5).

Q: Will the designer of record release the drawing files in electronic format prior to-awarding of the contract?

A: No.

Q: What is the elevation of the water and how much does it fluctuate?

A: The District does not have a monitoring system (transducer) to record reservoir water level changes. One could get a snapshot in time by using google earth's time slider (for example, October 2013 shows a significant flood event). The elevation of the normal pool could be determined by looking at the as-built plans.

Q: Can water rise into the existing auxiliary spillway forebay?

A: Yes.

Q: Is reservoir water acceptable to use for RCC batch plant?

A: See CS-36. If reservoir water is initially proven to meet the requirements in CS-36, testing will be required at a minimum of once per day during production. Additional testing above the minimum daily testing will be determined by the Engineer. Keep in mind that water from a wastewater treatment plant is discharged upstream from Site 12 reservoir.

Q: Is there a deadline to submit questions?

A: Yes, per IFB Part I, Subpart B, all inquiries must be submitted by **noon on 10/10/25**. All questions must be submitted to Contracting Officer Daniel Meyer.

Q: Do you expect any change in the bid due date? A later inquiry received 10/3/25 asked if bid date could be extended by 4 weeks.

A: No, at this time PCCD does not expect to make any change in the bid due date.

Q: Are there any specific requirements in order to connect to the power grid?

A: It is the Contractor's responsibility to determine a source for power and to determine any permits required (Part II, Article 11). Also, note that written owner's approval is required to be submitted to Contracting Officer per Part II, Article 16(b).

Q: Is there enough borrow area for the project?

A: Design personnel have determined there is sufficient borrow area material for the project.

Q: Where is the location of the pug mill?

A: Please see drawing Sheets 3 and 4.

Q: When will the application be submitted for the TCEQ Short-Term Temporary Water Use Permit ?

A: The application will be submitted soon - within the month of October.

Q: What permits, as they pertain to the US Army Corps of Engineers, will be needed?

A: Plum Creek Conservation District was issued a permit by the US Army Corps of Engineers, under Section 404 of the Clean Water Act, for the Site 12 Rehabilitation project on October 18, 2024. Also Please see Part II, Article 11 (Permits and Responsibilities) which specifies the contractor's responsibility to secure permits and licenses.

Q: Who is the local water supply corporation servicing this area?

A: Goforth Special Utility District, 8900 Niederwald Strasse, Kyle, TX 78640, 512-376-5695

Q: Who is the local power company servicing this area?

A: Pedernales Electric Cooperative Inc., 1810 FM 150 W., Kyle, Texas 78640 (888-554-4732).

Q: Should there be any concerns, precautions or measures taken for any fish or turtles during dewatering of the plunge basin, as it applies to the 404 US Army Corps of Engineers permit?

A: Through the application process with the U.S Army Corps of Engineers, the Corps understood that the nature of the project would involve temporary drainage of the reservoir along with the drainage and fill of the plunge basin. Fish relocation measures were not required for this project

Q: Who owns the surface water in the reservoir?

A: Surface water in Texas is owned by the State and held in trust for the citizens of the state. The State grants the right to use this water to different people, such as farmers or ranchers, cities, industries, business, and other public and private interests. A TCEQ water use permit is required to use the reservoir water.

Q: Where is the location of the TXDOT driveway entrance?

A: The proposed amended location of the TXDOT driveway permit has been verbally approved by TXDOT. The location and driveway detail requirements will be included in an IFB Amendment prior to bid opening date.

10/2/25 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 Alan Burklund (PCCD Project Manager). USDA-NRCS will provide a full-time Inspector (Andrew Lamb) and a Project Engineer (Joe Forrest). Jean Ann Maynard will serve as contracting consultant to the PCCD for the project. Project plans and specifications were prepared and sealed by NRCS. The project is receiving funds from the USDA-Natural Resources Conservation Service and TX State Soil and Water Conservation Board. A list of attendees is attached.

The conference commenced at 10:00 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 included in this Amendment #1.

ADMINISTRATIVE PRESENTATION

This material was presented by Jean Ann Maynard. 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—be sure to include your EMAIL address.

The IFB was published on 9/18/25. Printed copies of the bid documents are not being distributed. If you want a copy of the Invitation for Bids (IFB) package, any future amendments to it, and the Plan Holder Registration Form, you must download the files from the PCCD website as stated in the Bid Notice. Also, there is a supply of blank registration forms here today if you would like register as a planholder and have not done so yet.

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 will 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 PCCD 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). The PT of 754 calendar days is **changed to 791 calendar days** due to an increase in estimated quantity for Bid Item 16 (Topsoiling). IFB Amd. #1 will include these changes. PT was computed to include 20 calendar days move-in time and is based on working the maximum allowed workweek of 60 hours per week. It also includes non-workdays for Sundays and holidays (including Thanksgiving and Winter Breaks). Additional days will be added during construction for eligible weather delays and any change orders that warrant more time, as needed. PT begins the day after receipt of Notice to Proceed.

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

10:00 AM, Wednesday, October 22.

Must hand carry or mail. No Fax or Telegraphic bids are allowed.

NOTE: Deliver or mail bid **to the PCCD** office (Attn: Daniel Meyer).

Engineer's Cost Estimate. This will NOT be disclosed until after bids have been opened.

Estimated Price Range: *Under \$15,000,000*

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

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

Encouraged to **carefully read**.

Section 2 – Conditions Affecting the Work. To view site (other than today) you need to make an appointment with Daniel Meyer at PCCD office and he or an authorized person must escort you 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**

Exhibit A - Offer. Due to change in performance time, a **Revised Offer form** is in IFB Amd. #1. Sign in ink (must have legal Authority to contractually bind the company).

Exhibit B – Bid Schedule. Offer must be valid for minimum of **45 days**. Include your SAM.gov Unique Entity ID number (can obtain one at SAM.gov website). **Revised Bid Schedule Sheet 2 of 3** is in IFB Amd. #1 (increases Topsoiling estimated quantity to **147,572 Sq.Yds.**). **BE SURE** to use the revised sheet in your sealed bid!

Exhibit C. References.

Exhibit D – Bid Bond

Bid Guarantee: 5% of TOTAL bid price.

Certified or cashier's check (from responsible TX bank). --- OR ---

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.

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 is a new certification due to State funding requirements (Section M, Energy Company Boycotts).

Section 4 – Preparation of Bid

- (a) IFB documents and Plan Holder Registration Form must be obtained using the PCCD website as outlined in the Public Bid Notice. Printed copies of the IFB package are not available. The official printed hard copy shall take precedence over an electronic media copy. This official file hard copy may be viewed at the PCCD office.
- (b) Submit offer in DUPLICATE (original + 1 copy of all documents).

- (c) Bidders are entitled to EXCLUDE exempted taxes in bid price. Contractor will be performing a contract for an exempt organization. The PCCD 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 Items. Failure to price each item in the Bid Schedule is a basis to reject bid. Remember to use revised Sheet 2 of 3 (IFB Amd. #1).

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 October 10** (8 days from today). 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 Meyer and do not contact Engineer Joe Forrest 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. All of these documents also are available to view/download at the PCCD website.

Anticipated Schedule / Contracting Procedure (subject to change as needed)

Bid Opening (October 22): Publicly open sealed bids. Declare apparent low bidder and meet with their representative.

Issue Notice of Award. There may be a delay if additional Federal or State funding is needed (possibly up to 45 days). Upon award you will have 5 workdays to submit your 1st post-award documents [See Part III – Supplemental Conditions, Article 4 for a LIST]. You are encouraged to review these now and be prepared to submit on time (or your bid security could be forfeited and the PCCD would move on to 2nd low bid).

2nd Post-award Documents. These probably will be requested at same time as Notice of Award and will be due about 2-3 weeks after award (such as construction schedule, safety plan, etc.).

The Preconstruction Conference. Probably will be held within a week after 2nd documents are due. Due to upcoming Thanksgiving and Winter breaks, the Notice to Proceed will be issued in early January 2026.

General Conditions (PART II)

Exceeding Time in Contract [Article 5]. If you do not complete work within performance time and it is deemed in the best interest of PCCD to allow Contractor to complete work (vs. terminate for default), PCCD 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), the Texas State Soil and Water Conservation Board, and USDA-Natural Resources Conservation Service Engineer/Inspector resulting from the Contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs (Inspector, Project Engineer, Contracting Officer and related personnel), travel costs (lodging, per diem, mileage, etc.), additional supplies, etc. Your bonding company can contact PCCD 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) for an excusable delay.

Payments / Invoicing Requirements [Article 7]. Progress payments will be made monthly. Per Texas Water Code, PCCD shall retain 10 percent of progress payments for the first 50% of the work until final completion and acceptance of the work without any interest due to the Contractor. Please note that the payment due date for PCCD is within **45** days of receipt of “proper” invoice. They will strive to pay sooner if possible.

NOTE there is a new requirement to submit photographic documentation each month with your Pay Estimate for work performed in prior month [CSpec-94.10.a.(10)]

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 **at all times**. 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. PCCD will obtain the permanent/temporary TxDOT entrance permit (see CSpec-8) and hopefully will include information on those requirements in an IFB Amendment.

Real Property Rights [Article 16].

- (a) PCCD 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 or specified 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. A copy of those permits will need to be submitted to the Contracting Local Organization. A Senate bill to exempt the reservoir from requiring a TCEQ water-use permit was vetoed by the Governor recently. NOTE that PCCD will apply for a long-term (maximum allowed is 200 acre-feet over 3 years) TCEQ permit for more than 10 acre-feet of water. There is no guarantee that PCCD will obtain the permit or that the reservoir will hold enough water for the Contractor’s needs.

Workweek - Construction Schedule [Article 20].

- (a) Requires written schedule prior to commencement of work (CO must approve).
- (b) Maximum Work Week: Monday – Saturday (up to 11 hours per day) or Monday – Friday (12 hours per day) not to exceed 60 hours per week.
- (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 dates shown in this clause. If performance time is extended beyond 791 calendar days, this article states additional holidays/breaks when no work may be performed, and those days will be added to the performance time by contract modification. [IFB Amd. #1 will add some additional holidays due to the change in performance time.]

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. Joe Forrest 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 in the IFB 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 (as modified). 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.]*

Vegetation Delay Due to Prescribed Vegetation Dates. CSpec-6 specifies two periods when Sprigging may be performed. If most work is completed (per Engineer) and Sprigging is scheduled during a non-sprigging period, the CO will issue a Suspend Work Order (except for Pollution Control responsibilities and work of a protective, maintenance, or emergency nature). CO will issue a Resume Work Order on first workday Sprigging is allowed. Contractor is allowed performance time for the shutdown period with no change in contract price.

Accident Prevention and Safety [Article 41]. Includes Supplement to OSHA regulations with many requirements. Joe Forrest 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, subcontractor must provide insurance certificates through prime contractor to CLO with same types/levels of coverage. NOTE that most policies require PCCD to be listed as additional named insured and all policies must include a waiver of subrogation.

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

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

Commencement, Prosecution, and Completion of Work [Article 6]. Note that you must commence "work" within 20 calendar days of date you receive written Notice to Proceed. Move-in does not qualify as "work."

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) Bonds are 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. Article 17A is a State certification.

Subcontractor Certification (TPDES) [Article 20]. Subcontractors who perform work that may impact pollution control measures must sign a signed certification statement – format is in Article 20.

Build America Buy America for Construction **[new Article 21]** Please review the clause carefully. Joe Forrest will discuss the requirements later during his presentation and take Q&As.

TECHNICAL PRESENTATION

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

PART III - SUPPLEMENTAL CONDITIONS

Article 21 – BUILD AMERICA, BUY AMERICA FOR CONSTRUCTION

Buy America Preference: Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

PART II – GENERAL CONDITIONS

Article 18 – Materials to be Furnished by the Contractor

Materials which require material certifications include but not limited to:

- Silt Fence Materials
- Construction Entrance Materials (rock/geotextile, culvert, pavement)
- Aggregates for Drainfill; fine and coarse
- Aggregates for Concrete; fine and coarse
- Rock for Riprap
- Portland Cement
- Supplementary Cementitious Material
- Concrete Admixtures
- Concrete Curing Compound
- Expansion Joint Filler
- Sealing Compound for Joints
- Steel Reinforcement for Concrete
- Reinforced Concrete Pressure Pipe
- Plastic Pipe
- Ductile Iron Pipe
- Slide Gate
- Metal (Principal Spillway Metal Work, Rodent Guard, Cleanout Covers)
- Galvanization of Metal
- Geotextile
- Fencing materials (Barbed Wire and Chain Link)
- Vegetative establishment materials
- Other items as depicted in drawings and described in specifications.

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 Government Representative 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 “toolbox” 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.

PART 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 following construction specifications are summarized, in part, to aid in preparing a competitive bid. However, all language of the specifications apply to the contract and are applicable to the design and construction of the project.

Construction Specification No.	Title	Closed Spec Date
2	Clearing and Grubbing	5/01
3	Structure Removal	5/01
5	Pollution Control	1/14
6	Seeding, Sprigging and Mulching	9/18
7	Construction Surveys	1/09
8	Mobilization and Demobilization	5/01
9	Traffic Control	5/01
11	Removal of Water	5/01
21	Excavation	5/01
23	Earthfill	2/20
24	Drainfill	5/01
26	Topsoiling	5/01
27	Diversions and Waterways	5/01

31	Concrete for Major Structures	9/18
34	Steel Reinforcement	9/18
36	Roller Compacted Concrete	9/18
41	Reinforced Concrete Pressure Pipe Conduits	1/14
45	Plastic Pipe	1/09
53	Ductile-Iron Pipe	5/01
61	Rock Riprap	9/18
71	Water Control Gates	5/01
81	Metal Fabrication and Installation	5/01
82	Painting Metalwork	11/05
91	Chain Link Fence	9/18
92	Field Fence	1/09
94	Contractor Quality Control	1/09
95	Geotextile	1/14
99	Conduit Abandonment	2/15

Material Specification Title No.		Date
521	Aggregates for Drainfill and Filters	2/22
522	Aggregates for Portland Cement Concrete	2/22
523	Rock for Riprap	4/22
524	Aggregates for Roller Compacted Concrete	2/22
531	Portland Cement	2/22
532	Supplementary Cementitious Materials	2/22
533	Chemical Admixtures for Concrete	2/22
534	Concrete Curing Compound	5/23
535	Preformed Expansion Joint Filler	2/22
536	Sealing Compound for Joints for Concrete & Concrete Pipe	4/22
539	Steel Reinforcement (for concrete)	7/22
541	Reinforced Concrete Pressure Pipe	2/22
547	Plastic Pipe	4/22
553	Ductile-Iron Pipe	2/22
571	Slide Gates	4/22
581	Metal	4/22
582	Galvanizing	2/22
591	Field Fencing Materials	4/22
592	Geotextile	4/22

DRAWINGS

Some of the drawings were reviewed and discussed. Questions/Answers are shown in a separate section of this amendment.

SITE VISIT

A map showing stops made during the site visit is attached.

ATTACHMENTS:

- **Revised Bid Schedule (Sheet 2 of 3) – must be included in Sealed Bid documents**
- **Revised OFFER form – must be included in Sealed Bid documents**
- Drawing Sheet 4 (reduced) & Aerial View of Site: These show some of the fencing on the drawings to be removed/replaced that already is removed
- 10/2/25 Attendance List
- Map of 10/2/25 Site Visit Stops

DISTRIBUTION:

To be posted on PCCD website. All registered planholders will be advised via email (or otherwise) when Amendment #1 is available for downloading from **www.pccd.org/ (Job Bids tab)**

“Internal” personnel, via email

FILECODE: IFB Tab 4A (Site Showing) / IFB Tab 1 (IFB Amendment #1)

EXHIBIT B (continued)

BID SCHEDULE (Revised Sheet 2 of 3)

**PLUM CREEK WATERSHED SITE 12 REHABILITATION
 Hays County, Texas**

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Extended Amount
16	Topsoiling	26	147,572	Sq. Yd.	\$ _____	\$ _____
17	Diversions	27	921	Lin. Ft.	\$ _____	\$ _____
18	Concrete, Structural	31	401.5	Cu. Yd.	\$ _____	\$ _____
19	Concrete, Pipe Cradle	31	65.3	Cu. Yd.	\$ _____	\$ _____
20	Reinforcing Steel	34	51,656	Lb.	\$ _____	\$ _____
21	Roller Compacted Concrete	36	9,238	Cu. Yd.	\$ _____	\$ _____
22	Cementitious Materials	36	1,684.0	Ton	\$ _____	\$ _____
23	Concrete Pressure Pipe, 42" C-301	41	180	Lin. Ft.	\$ _____	\$ _____
24	Plastic Pipe, PVC, 6" I.D.	45	3,332	Lin. Ft.	\$ _____	\$ _____
25	Plastic Pipe, PVC, 4" I.D.	45	53	Lin. Ft.	\$ _____	\$ _____
26	Rock Riprap	61	5,083	Ton	\$ _____	\$ _____
27	Slide Gate, 18" x 18"	71	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____
28	Principal Spillway Metal Work	81	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____
29	Chain Link Fence	91	474.0	Lin. Ft.	\$ _____	\$ _____
30	Fence, Barbed Wire	92	8,429	Lin. Ft.	\$ _____	\$ _____
31	Contractor Quality Control	94	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____

IFB Amendment #1 (10/6/2025)

(Bid Schedule continued on next page)

EXHIBIT A

OFFER

Enclosed with this offer (Exhibits A through E) is a bid guarantee (bid bond or cashier's or certified check payable to PLUM CREEK CONSERVATION DISTRICT) in the amount of \$_____. It is agreed that in the event this offer is accepted by the Contracting Local Organization (CLO) and the undersigned bidder fails to execute a contract and submit required post-award information within five (5) workdays after receipt of Notice of Award of contract to him/her, the bidder forfeits the bid guarantee and the CLO may pursue any other action allowed by law. If this offer is accepted, the undersigned bidder agrees to execute a contract and submit required post-award information per contract terms, and also agrees to commence work within twenty (20) calendar days after the date of receipt of written Notice to Proceed and to complete the entire works awarded under IFB No. PCCD-25-PCW12Rehab-01 within seven hundred **ninety-one (791)** calendar days commencing the day after Contractor receives written Notice to Proceed.

The undersigned acknowledges receipt of the following amendments:

Amendment No. 1 dated _____ Received _____

Amendment No. 2 dated _____ Received _____

Amendment No. 3 dated _____ Received _____

Amendment No. 4 dated _____ Received _____

CONTRACTOR

By _____

Print name: _____

Title: _____

Address: _____

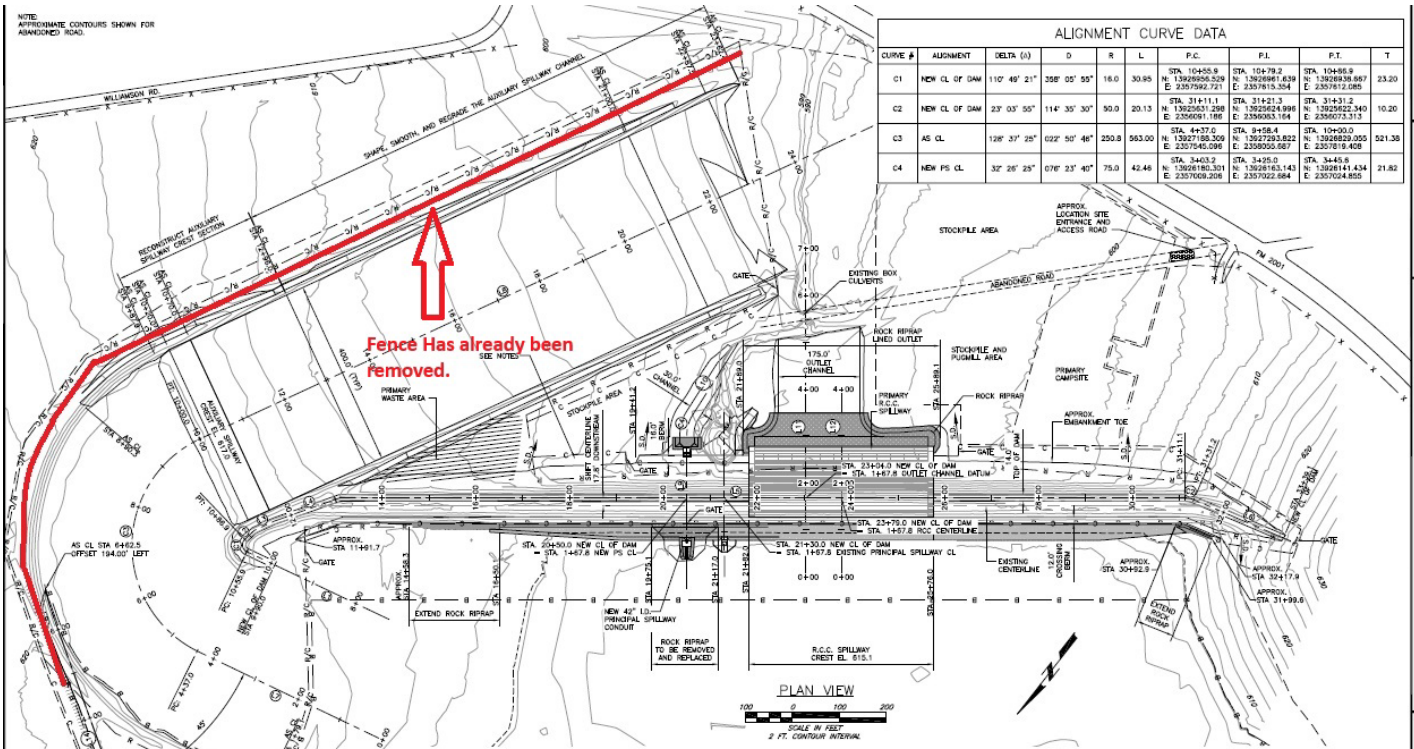
Date: _____

Secretary,
If Contractor is a Corporation

(SEAL)

IFB Amendment #1 (10/6/2025)

NOTE:
APPROXIMATE CONTOURS SHOWN FOR
ADJACENT ROAD.



ALIGNMENT CURVE DATA										
CURVE #	ALIGNMENT	DELTA (°)	D	R	L	P.C.	P.L.	P.T.	T	
C1	NEW CL OF DAM	110° 40' 21"	358' 05' 55"	18.0	30.85	STA. 104+55.9 N. 1302656.509 E. 2357592.721	STA. 104+79.2 N. 1302699.839 E. 2357815.354	STA. 104+85.8 N. 1302698.967 E. 2357812.085	23.20	
C2	NEW CL OF DAM	23° 03' 55"	114' 35' 30"	30.0	20.13	STA. 31+11.1 N. 1302601.598 E. 2356691.188	STA. 31+21.3 N. 1302624.994 E. 2356363.164	STA. 31+31.2 N. 1302622.340 E. 2356073.313	10.20	
C3	AS CL	128° 37' 25"	622' 50' 48"	250.8	563.00	STA. 4+37.0 N. 13027188.309 E. 2357545.098	STA. 9+58.4 N. 1302723.822 E. 2358055.687	STA. 10+00.0 N. 1302820.055 E. 2357819.408	621.38	
C4	NEW PS CL	32° 28' 25"	076' 23' 40"	75.0	42.48	STA. 34+03.2 N. 13026180.301 E. 2357009.208	STA. 34+25.0 N. 1302613.143 E. 2357322.884	STA. 34+48.6 N. 13026141.434 E. 2357024.855	21.82	

Fence Has already been removed.

1. FUTURE DRAINAGE SHALL BE PROVIDED TO PREVENT FLOODING OF WATER ALONG THE EMBAZEMENT TOE.
2. FUTURE DRAINAGE MAY BE PROVIDED WITH AN EXCAVATED CHANNEL OR EARTH INFILL. EXCAVATED CHANNELS SHALL MEET THE MINIMUM CHANNEL DIMENSIONS DEFINED FOR THIS EMBAZEMENT CHANNEL.
3. GRADE OF AN EXCAVATED CHANNEL SHALL NOT BE EXCESSIVE NOR RESULT IN EROSION.
4. FINAL LIMITS SHALL BE APPROVED BY THE ENGINEER.

ALIGNMENT TANGENT STAKEOUT DATA				
LINE #	ALIGNMENT	LENGTH	START	END
L1	NEW CL OF DAM	336.04	STA. 7+18.9 N. 1302682.515 E. 2357294.937	STA. 104+55.9 N. 1302656.529 E. 2357592.721
L2	NEW CL OF DAM	27.50	STA. 104+85.9 N. 1302698.967 E. 2357812.085	STA. 114+14.4 N. 1302901.439 E. 2357663.211
L3	NEW CL OF DAM	47.43	STA. 114+14.4 N. 1302901.439 E. 2357663.211	STA. 114+61.8 N. 1302868.180 E. 2357686.717
L4	NEW CL OF DAM	148.15	STA. 114+61.8 N. 1302868.180 E. 2357686.717	STA. 134+10 N. 1302743.838 E. 2357507.544
L5	NEW CL OF DAM	180.12	STA. 134+10 N. 1302743.838 E. 2357507.544	STA. 21+11.1 N. 1302601.598 E. 2356991.195

ALIGNMENT TANGENT STAKEOUT DATA				
LINE #	ALIGNMENT	LENGTH	START	END
L6	NEW CL OF DAM	224.36	STA. 31+31.2 N. 1302562.340 E. 2356073.313	STA. 33+40.6 N. 1302560.645 E. 2355896.682
L7	AS CL	437.00	STA. 0+00 N. 13027083.338 E. 2357118.544	STA. 4+37 N. 13027188.309 E. 2357545.098
L8	AS CL	1585.46	STA. 10+00 N. 1302820.055 E. 2357819.408	STA. 20+45.3 N. 1302829.258 E. 2357086.378
L9	NEW PS CL	253.18	STA. 0+00 N. 1302879.397 E. 2356823.853	STA. 3+03.2 N. 13026180.301 E. 2357009.208
L10	NEW PS CL	181.58	STA. 3+48.6 N. 13026141.434 E. 2357024.855	STA. 6+27.2 N. 1302699.775 E. 2357042.927

ALIGNMENT TANGENT STAKEOUT DATA				
LINE #	ALIGNMENT	LENGTH	START	END
L11	OUTLET CHANNEL DATUM	700.00	STA. 0+00 N. 1302601.610 E. 2356622.179	STA. 7+00 N. 1302671.347 E. 2357054.803
L12	ROC CENTRELINE	400.00	STA. 0+00 N. 1302615.479 E. 2356963.201	STA. 4+00 N. 1302820.059 E. 2356810.300
L13	AS FLARE DATUM	117.68	STA. 0+00 N. 13027094.020 E. 2357281.500	STA. 1+17.7 N. 13027094.020 E. 2357281.500
L14	AS FLARE DATUM	510.71	STA. 1+17.7 N. 13027094.020 E. 2357281.500	STA. 6+28.4 N. 1302719.718 E. 2357621.681



REVISION BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 FILE NAME: PLUM_CK_13_08.dwg
 DATE CHECKED: 12/22/2022

PLAN VIEW
 PROPOSED DAM AND SPILLWAY STRUCTURE, SHEET NO. 13, BOUND
 IN
 PLUM CREEK WATERSHED
 IN
 HAYS COUNTY, MISSOURI



United States
Department of
Agriculture

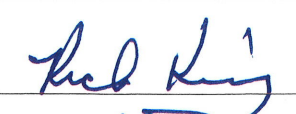
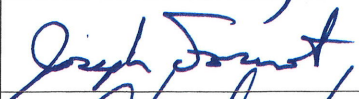
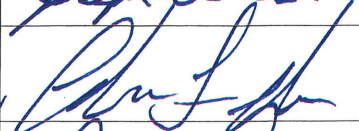
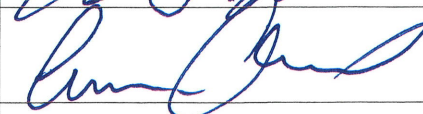

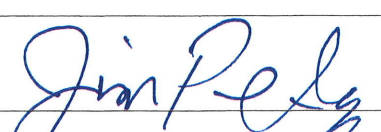
Natural Resources
Conservation Service

DRAWING NO. TX-EN-0744
 SHEET NO. 4
 OF 61








Fence Section that has been removed



SITE SHOWING ATTENDANCE
 IFB No. PCCD-25-PCW12Rehab-01, Site 12 Rehabilitation
 10:00 a.m., Thursday, October 2, 2025

Date	Name / Title	Company	Address/Phone/Email	Signature
10/2/25	RICH KING / ^{ESTIMATING} MANAGER	THALLE CONST.	817-751-0896 rking@thalle.com	
10/2/25	Joseph Forrest / ^{NRCS} GR	NRCS	254-223-9472 joseph.f Forrest@usda	
10/2/25	Andrew Lamb / ^{NRCS} CI	NRCS	264-600-7104 Andrew.Lamb@usda	
10/2/25	Sam Drummond / ^{NRCS}	NRCS	254 217 4268 Samuel.Drummond@usda	
10/2/25	Elias Anderson / ^{President} AT	MAC Inc	P.O. Box 152710 Austin TX 78715	
	Jean Ann Maynard / ^{PCCD}			
10/2/25	Jim PELTZ	PELTZ COMPANIES	P.O. Box 612 308-762-1767	

SITE SHOWING ATTENDANCE
IFB No. PCCD-25-PCW12Rehab-01, Site 12 Rehabilitation
10:00 a.m., Thursday, October 2, 2025

Date	Name / Title	Company	Address/Phone/Email	Signature
10/2	AARON JONES / LEAD ESTIMATOR	ZACHRY	210-971-2885 aaron.jones@zachrycorp.com	
10/2	Juan Morales / Estimator	Austin Engineering Co inc	(512) 961-2379 mrodriguez@aeco.net	
10/2	Liam Collins	SEQUOIA SERVICES	LIAM@SEQSERV.COM	
10-2	Joe Cardozo	Sequoia Services	joe.cardozo@SeqServ.com	
10-2	Fares Abdo	Morgan Corp.	fabdo@morgan-corp.com	
10/2	Jake Scott	JHL Construction	jakescott@ps@yahoo.com	
10/2	Greg Bouton	Southern Infrastructure Group	gwb@sigcivil.com	

SITE SHOWING ATTENDANCE
IFB No. PCCD-25-PCW12Rehab-01, Site 12 Rehabilitation
10:00 a.m., Thursday, October 2, 2025

Attendee Name / Title	Company Name	Company Address (INCLUDE physical address and mailing address)	Contact Numbers
Corey Bouton	Southern Infrastructure Group	11416 Fairwood Rd, Suite 70292 Dallas, TX 75244 Email: gw@sigcivil.com	Phone: 512 214-210-9525 Mobile: 602-499-2467
Jake Scott	JHL Construction	JHL Construction 8327 US84 Email: Gatesville, TX	Phone: Mobile: 512-417-5688
TYLER STORCH	PRESIDIO CUSTOM METALWORKS	1300 W. INDUSTRIAL BLD B RR TX 78681 Email: TYLER@PRESIDIOCUSTOMMETALWORKS.COM	Phone: Mobile: 737-704-4678
Alan Burchard	Plum Creek Conservation District	Email: ABurchard@pccd.org	Phone: 512-398-2883 Mobile:
Tyler Franco	Plum Creek Conservation District	Email: tfranco@pccd.org	Phone: Mobile: 512 398 2883
Daniel Meyer Executive Manager	PCCD	Email: daniel.meyer@pccd.org	Phone: 512-398-2883 Mobile:
		Email:	Phone: Mobile:
		Email:	Phone: Mobile:
		Email:	Phone: Mobile:
		Email:	Phone: Mobile:



1) A brief description and summary of the rehabilitation project was given by Joe Forrest (Project Engineer-NRCS).

2) Contractors were shown the area in which the auxiliary spillway flare would be constructed.

3) Contractors were shown the area overlooking the auxiliary spillway.

4) Contractors were shown the approximate locations of where the RCC structure, principal spillway, riprap, and impact basin would be constructed.

5) Contractors were shown the approximate location of where the proposed amended TXDOT driveway entrance would be. It was stated that further information would be provided in an IFB amendment.

6) Contractors were shown the general work area limits for the end of the dam. It was stated that PCCD will stake them prior to the notice to proceed.