

AMENDMENT #1
October 24, 2016
Invitation for Bids (IFB)
No. GC-16-WCW3-01, Dated 10-04-16
Issued by
Gillespie County Water Control and
Improvement District No. 1
Fredericksburg, 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 construction specifications and to provide meeting minutes and attendance list for the October 20, 2016, Pre-bid Conference and Site Showing.
- 2. To remind bidders that oral explanations or instructions given before the award of the contract will not be binding. See PART I, Subpart B, Instructions to Bidders, Section 6.

Offerors **must acknowledge receipt of this Amendment no later than** the hour and date specified in the IFB for receipt of sealed bids by one of the following methods:

- (a) Make appropriate notations on Exhibit A, Offer form (PART I, Subpart C, page GP-9).
- (b) Complete and return form below. Form must be mailed or hand-carried to the address designated for receipt of bids, and be made to the attention of Steven Ging, Contracting Officer, clearly noting "Acknowledgment of Receipt of Amendment No. 1, IFB No. GC-16-WCW3-01" on the envelope. Fax, electronic, or telegraphic acknowledgments of receipt are not allowed.

ACKNOWLEDGMENT OF RECEIPT

Amendment No. 1 (10-24-16)
IFB No. GC-16-WCW3-01 – Williams Creek Watershed FRS Site 3 Rehabilitation

Bidder's Signature: _____

Bidder's Name: _____

Bidder's Title: _____

Date Signed: _____

Company Name: _____

PEN-AND-INK CHANGES

PART IV – SPECIFICATIONS

Construction Specification 2, Clearing and Grubbing

In Section 7.a.(3)(a):

- ADD at the end of the first line: **“burning,”**
- ADD the following at the end of the paragraph: **“Contractor shall follow State, local, and County burning regulations and adhere to County burn bans. Fredericksburg Fire Department encourages Contractor to give them notice prior to each burn (call 830-997-5603).”**

Construction Specification 8, Mobilization and Demobilization

In Section 4.a., ADD a new paragraph (4) as follows:

- (4) Schumann Road – 8 Cattle Guards. Over the course of the construction period, the CLO and County will purchase and replace the current eight cattle guards with new cattle guards that meet the present County cattle guard specifications. When an existing cattle guard becomes unserviceable and requires replacement, the Contractor shall notify the Contracting Officer. Upon the Contracting Officer’s approval, the CLO will schedule the County to replace the current cattle guard with a new cattle guard. In the interim, the Contractor must do what is necessary to keep Schumann Road open for public traffic and to contain existing livestock. Once the new cattle guard is installed at one of the eight locations, the Contractor thereafter is responsible to repair or replace it if the Contracting Officer or Engineer determines it is damaged. If replacement is needed, the Contractor shall purchase and deliver to the site the cattle guard which meets the current County cattle guard specifications, and the Contracting Officer will arrange for the County to install it. In the interim, the Contractor must do what is necessary to keep Schumann Road open for public traffic and to contain existing livestock. The County shall remove and dispose of existing and first and subsequent replacement cattle guards when they require replacement.**

At this time the current County cattle guard specifications are not available. All plan holders will be advised of how to obtain the specifications by another Amendment to the Invitation for Bids when the information becomes available.

Construction Specification 21, Excavation

In Section 10.a.(5):

- DELETE paragraph and REPLACE with the following:
“In Section 9, Measurement and Payment, Method 2 shall apply. The upper limit shall be original ground surface. The lower limit shall be the neat lines and grades shown on the drawings unless overexcavation is approved to remove low density material.”

Construction Specification 31, Concrete for Major Structures

In Section 25.a.(7), ADD to the first line: **“and Section 18, Finishing Unformed Surfaces”**

Construction Specification 71, Water Control Gates

In Section 8.a.(2)(a):

- Change “MMS-1” to read “MHS-2”
- Change “15-15” to read “55-20”

10/20/16 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 Gillespie County Water Control and Improvement District (WCID) No. 1, Fredericksburg, TX. The Contracting Officer (CO) for this project will be Steven Ging (WCID General Manager) and the Alternate CO will be Greg Schumann (WCID Vice President). USDA-NRCS will provide a full time Inspector (Adam Rangel) and a Project Engineer (Tom Beach). Richard Standish and Jean Ann Maynard (R&J Contract Services) will serve as contract administration consultants to the WCID for the project. The project is receiving funds from USDA-NRCS, TX State Soil and Water Conservation Board, and WCID. A listing of all meeting attendees is attached to this Amendment #1.

The conference commenced at 10:00 a.m., and Steve Ging welcomed attendees, made introductions, and provided a brief history of Site 3. After Administrative and Technical presentations, participants visited the project site. Questions and Answers from the conference are listed in the last section of this Amendment #1.

ADMINISTRATIVE PRESENTATION

This material was presented by Jean Ann Maynard, R&J Contract Services. Administrative matters not contained in the IFB along with items in the IFB that were emphasized are as follows:

General Information

The IFB was published on 10/4/16. 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 Gillespie County SWCD website as stated in the Bid Notice. Also, there is a supply of blank registration forms here today if you would like to register as a planholder.

Amendment No. 1 will be issued after this Site Showing. It will include today’s meeting minutes, 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 SWCD website.

Reminder: You must submit your acknowledgment of receipt of EACH Amendment (either on the Amendment cover sheet form or on bid form, Offer, Exhibit A). Failure to acknowledge receipt of an amendment may result in rejection of a sealed bid.

Performance Time. Original time is 305 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 305 days was computed to include 20 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 periods listed in PART II, Article 20(e).

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

- (a) 10:00 AM sharp, Tuesday, November 1.
- (b) Must hand carry or mail. No Fax or Telegraphic bids are allowed.
- (c) NOTE: Deliver or mail bid to the WCID office (1906 North Llano, Room 105). The bids will be opened at the conference room (building adjacent to WCID office).

Engineer's Cost Estimate. This will NOT be disclosed until after bids have been opened. The Estimated Price Range is: *between \$1 million and \$5 million.*

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

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

Encouraged to *carefully read*.

Section 2 – Conditions Affecting the Work. To view site (other than today) you need to make an appointment with Steve Ging 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***

Exhibit A - Offer. Sign in ink (must have legal Authority to contractually bind the company).

Exhibit B – Bid Schedule. Offer must be valid for minimum of 30 days

Exhibit C. References.

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.

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

IFB documents and Plan Holder Registration Form must be obtained using the SWCD 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 WCID office.

Submit offer in DUPLICATE (original + 1 copy of all documents).

Bidders are entitled to EXCLUDE exempted taxes in bid price. Contractor will be performing a contract for an exempt organization. The WCID 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]

Bid Schedule (Exhibit B). Must price each Bid item (Item 1-37). Note that the Bid Schedule is 2 pages long – failure to price each item is basis to reject bid.

Section 6 – Explanation to Bidders / Inquiries. NO verbal explanations or instructions given before award of the contract will be binding. ALL questions regarding the meaning or interpretation of any bid document must be submitted IN WRITING to Steve Ging (or emailed to Jennifer). The deadline to submit written questions is noon, Tuesday, October 25. 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 to Steve (or Jennifer’s email). If an Engineer’s input is needed, we will obtain it [please don’t contact Tom Beach 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 WCID office for viewing by interested parties. There is a large set of drawings, soil mechanics reports, geology reports, and the 1967 As-Built Drawings for Site 3. All of those documents also are available to download at the SWCD website.

Anticipated Schedule / Contracting Procedure

Bid Opening (Tuesday, November 1): Publicly open sealed bids. Declare apparent low bidder and meet with their representative.

Issue Notice of Award (by Friday, November 4, if possible). 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 WCID would move on to 2nd low bid).

2nd Post-award Documents. These will be requested about November 4 and will be due about November 25 (such as construction schedule, quality control plan, safety plan, etc.).

The Preconstruction Conference, will be held December 6 followed by the Notice to Proceed on January 2, 2017. Day #1 of performance time would be 1/3 – date NRCS inspector returns to work after Winter Shutdown period.

The 20-day deadline to commence work (mobilization does not count) would be Monday, January 23.

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 the WCID 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 WCID 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, WCID 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 WCID is within 45 days of receipt of "proper" invoice. The WCID 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. TX Parks and Wildlife has determined that fish relocation is not required for this project.

Real Property Rights [Article 16]. The WCID has acquired all landrights to perform the work and the Construction Work Limits are shown on the drawings.

Contractor shall obtain owner's advance written approval if he/she plans to enter, remove, or otherwise make use of adjacent property, roads, utility lines, fences, and other improvements not included within the real property rights provided by the Contracting Local Organization. A copy of the written approval must be submitted to the Contracting Officer. Any associated costs are Contractor's responsibility.

Water [Article 19]. Contractor is responsible to provide and maintain at own expense an adequate supply of water needed to perform the work. Contractor must locate and arrange for adequate water source(s) and obtain any required permits to take/use water and a copy of those permits will need to be submitted to the Contracting Local Organization. A permit from TCEQ is required if you want to take water from the reservoir.

Workweek - Construction Schedule [Article 20].

Requires written schedule prior to commencement of work (CO must approve).

Maximum Work Week: Monday – Saturday (10 hours per day).

Work may be performed during daylight hours only.

Holidays: Project will be shut down (and days are included in the performance time): Presidents' Day, Memorial Day, Independence Day, Labor Day - and breaks at Thanksgiving and Winter if performance time is extended to these dates.

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. Tom Beach will discuss contract requirements more thoroughly in his technical presentation.

Suspension of Work [Article 23]. Contractor is eligible to recover damages for any unreasonable delays as specified in this clause. Includes additional performance time and damage costs (excluding profit).

Weather [Article 26]. PT of 305 calendar days does not include any adverse weather delays. PT will be extended if warranted by weather or its effects. Allows TIME only (not costs or damages).

Quantity Variations [Article 28]. 25% clause for estimated quantities in bid schedule. Variations within 25% are paid at the bid price and there is no adjustment in performance time. If variation exceeds 25% (over or under), the contract price/time is equitably adjusted for the quantity that exceeds 25% (over or under). [This differs from Article 3 regarding "Changes". If any new work is added to the contract (or any work is deleted), this is not a Quantity Variation and Contractor would be 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. Tom Beach 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 some policies require WCID 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 (mobilization does not qualify). Performance time is 305 calendar days.

Wage Rates [Article 8]. Because construction, must pay prevailing wage rates for laborers and mechanics. Rates in PART VI.

Performance/Payment Bonds [Article 13]. Gives specific requirements. (a) Due 5 workdays from date receive Notice of Award. (b) Penal sum: 100% of contract award price.

Special Federal Requirements [Articles 14 - 19]. EEO, affirmative action, debarment & suspension, lobbying, clean air and water.

Subcontractor Certification (TPDES) [Article 20]. Note that subcontractors who perform work that may impact pollution control measures must sign a certification form (see Appendix A of Construction Specification 5).

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

TECHNICAL PRESENTATION

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

Pen-and-ink changes that will be made to the Construction Specifications (Part IV) were discussed.

SECTION II – GENERAL CONDITIONS

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

The Contractor shall comply with applicable OSHA safety regulations 1926. The Contracting Officer will notify the Contractor of any noncompliance with these requirements. If the Contractor refuses to comply with these requirements, all or part of the work may be suspended until corrective action is taken.

The Inspector and Project Engineer will have delegated authority to suspend work for any noncompliance with safety requirements that poses a serious or imminent danger to the health or safety of the public and/or personnel of the Contractor, Contracting Local Organization, or State Grantor Agency, or the NRCS Personnel.

The Supplement to OSHA 1926 and 1910 emphasizes several specific safety items which must be understood by the Contractor prior to bidding this job. Among these items are the requirements for:

1. Written plan for accident prevention and safety (CO must approve prior to beginning work).
2. First Aid Training certificates
3. First aid facilities – on site
4. Safety Meetings, weekly “tool box” and monthly
5. Dust control
6. Rollover protective structures
7. Backup alarms
8. Restroom Facilities
9. Scaffolding and Fall Protection

Hard hats shall be worn on the job site at all times, including when operating equipment, and equipment shall be outfitted with working backup alarms, seat belts, and approved roll-over protective structures.

All equipment shall be inspected by the NRCS Construction Inspector prior to use on the project. Equipment will be inspected at the job site.

Article 8 –Material and Workmanship

Certificates and test data shall be submitted to show compliance of materials and construction specified in the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer Representative.

Article 30 - Shop Drawings

Required shop drawings include; Reinforced Concrete Pressure Pipe, New Sluice Gate and appurtenances, Steel Reinforcement fabrication details, Conduit Abandonment grouting plan. And items stated in CS 81, 7.a.

Article 32 – Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

The road used to access the site, Schumann Road, has recently been improved by the County. The Contractor shall be responsible to repair any damage to the road caused by hauling equipment or supplies to or from the site. Recommend making a video of road before mobilizing to the site to document its condition. Also there are 8 cattle guards on the same road that must be protected from damage. The WCID and County are considering replacing the current cattle guards with the new cattle guard that meets the current County specifications. Any changes to the IFB will be included in Amendment #1, including information on how to obtain the most recent County cattle guard specifications. Note that the road must remain open at all times to allow homeowners access.

SECTION IV – SPECIFICATIONS

There are two types of specifications in this contract: (1) Construction Specifications and (2) Material Specifications. The construction specifications are composed of two parts. The first part is called the closed specification and is the standard NRCS construction specification that begins with the SCOPE and ends with MEASUREMENT AND PAYMENT or PAYMENT. The second part is called the open specification and consists of the ITEMS OF WORK AND CONSTRUCTION DETAILS that are written specifically for this job. Special emphasis items are covered below.

2- CLEARING AND GRUBBING Subsidiary Item

Consists of all clearing and grubbing required to construct the embankment, borrow, auxiliary spillway, construction and access areas. All cleared and grubbed materials shall be buried or hauled offsite (at Contractor's expense). Burning is allowed with permissions from the County officials. Work shall be accomplished in a manner to protect trees and vegetation not designated to be disturbed. Compensation is to be included in Bid item 14

3 - STRUCTURAL REMOVAL Bid Item 1-4

Disposal shall be offsite (at Contractor's expense) for all four bid items. Bill of lading required.

Bid Item 1: Work includes removal of designated Fences as shown on the Drawing TX-EN-0669 Sheet C-1.

Bid Item 2: This item of work requires the Contractor to remove pavement and road base material from Schumann Road.

Bid Item 3: Work includes removal of existing inlet structure and appurtenances on the existing riser and outlet pipe sections shown on plans, pipe support, and pipe cradle.

Bid Item 4: Work includes removal of existing rock riprap on upstream slope of dam as shown on drawings. Salvage and reuse, if demonstrated to meet new Riprap requirement, is allowable.

Subsidiary Items to each of the bid items under structure removal are the excavation and earthfill required to remove the structures designated.

5 - POLLUTION CONTROL Bid Item 5 and 6:

General. A SWPPP is required for this site (copy included in the solicitation). The prepared SWPPP shall be amended by Contractor to include a detailed work sequence outline which defines and delineates the Contractor's construction operation [as shown on Construction Schedule, required]. All applicable TCEQ rules and regulations concerning the TPDES and the SWPPP shall be followed, including stabilizing entrance to prevent mud tracking onto roads.

Bid item 5, sediment filters (silt fences), shall be installed as per SWPPP requirements and the Drawings (see Sheet C-25). Payment shall be per linear foot installed.

Bid item 6 - includes work required to accomplish the requirements of Section 1, maintain sediment filters, and to implement the SWP3. Method 3 in Section 7 establishes lump sum payment for this Bid Item 6 work which is prorated in equal monthly payments.

6 - SEEDING, SPRIGGING, AND MULCHING **Bid Item 7, 8, 9**

Bid Item 7 - Consists of preparing seedbed, fertilizing, seeding and hay mulching, and tackifying. A good quality coastal Bermuda grass, native prairie, weeping lovegrass, sorghum, fescue or bluestem mix. Hay Mulch is required on all disturbed areas. Measurement and payment is per Section 6, Method 1 (nearest 10th acre). Hay mulch application rate is 2.5 tons per acre. The seeded area shall be fertilized with a rate of application of 80(N)-80(P)-80(K) pounds per acre.

Bid Items 8 and 9: require installation of a temporary solid set irrigation system and watering to establish vegetation.

7 - CONSTRUCTION SURVEYS **Bid Item 10**

The Contractor is responsible for the layout of all the work. Also the Contractor is responsible for checking (blue topping) all work. The Contractor shall also submit to the Contracting Officer in writing the names, qualifications and experience of the surveyor personnel for approval prior to commencement of work.

The Contractor is responsible for providing survey information to the CLO as stated in Section 7, Records. Per 9.a.(4) the initial cross sections have been previously surveyed for the calculation of quantities - provided no other changes are made from the planned lower limits of excavation.

Subsidiary Items – Establishment of Permanent Reference markers. Payment of this item shall be included in Bid Item 10.

8 - MOBILIZATION AND DEMOBILIZATION **Bid Item 11**

The Contractor shall provide all utilities including 24 hr. electrical service to a contractor furnished field office trailer. They must be in place prior to work requiring continuous inspection and no later than 15 days after receipt of the Notice to Proceed.

Other Spec Requirements. Access road to the camp site and work area shall be constructed and maintained including a culvert crossing as needed. Install additional culverts as needed in low areas. Note requirements on Drawing Sheet G-3 for Contractor's responsibilities for installing a rock stabilized entrance. Work includes Demobilization, and some of these items are described in Section 4.a.(3).

Section 3 PAYMENT it states, "Payment will be made as the work proceeds, after presentation of paid invoices by the Contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others." You may be asked to provide proof of the total direct cost. You will have to submit paid invoices for the purchase of bonds and mobilization supplies in order to be reimbursed for these items prior to the final payment.

9 - TRAFFIC CONTROL **Bid Item 12**

Requires the Contractor to submit a written plan for the control of traffic, and placement of signs, all meeting the TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2014) and must be approved by CO. See Item 502, and 644 for the advanced warning signage required, general notes for traffic control.

Schumann Road shall not be closed at any time. A safe detour may be provided or maintain the roadway in partial service.

11 - REMOVAL OF WATER **Bid Item 13**

This item of work requires the Contractor to submit written plans for diverting the surface water and dewatering the construction site for approval before beginning construction. Protection to the new PS is required. The protection plan is required to be designed and stamped by a Registered PE in Texas. You may combine the plan required in Section 8.a(2)(d) and 8.a.(3)(c) into one submittal with both parts covered then one stamp for both.

21 - EXCAVATION **Bid Item 14, 15, Subsidiary Items**

There is no guarantee that materials obtained from the specified excavations may be used directly in the specified fills. Stockpiling of excavated materials to be used in the specific zones of the fill shall be required (to insure their availability).

Bid Item 14. Excavation, Common, this item consist of excavation to construct the auxiliary Spillway, new PS riser, conduit, impact basin, downstream outlet channel.

The measurement and payment method in Section 9 is **Method 2.** (Changed in IFB Amendment No. 1). Bid Item 14 also includes payment for work in Subsidiary Item, Excavation, Common, Foundation Stripping. Strip as required to remove weeds, grass, roots, and soils containing significant vegetative or organic material prior to placing earthfill.

Bid Item 15. Excavation Rock for construction of new PS, Impact Basin and Auxiliary Spillway.

Subsidiary Items listed: **(paid under other bid items)**

Structure removal (excavation to remove existing structures)
Foundation Stripping
Drainfill
Rock Riprap
Borrow

23 - EARTHFILL **Bid Item 16 and Subsidiary Item**

Under Bid Item 16, Zone 1 - earthfill require Class A compaction. See Materials Placement Data on Drawing TX-EN-0669, Sheet G-2. In-place dry density of materials being placed shall not be less than 95 percent of the minimum dry density obtained during tests performed in accordance with procedures contained in ASTM Designation D-698, using Method A. In Section 4 Placement, fill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected, surveyed (blue topped) and approved by the Engineer. Fill shall be placed in horizontal layers. Note the requirements for processing the fill material.

Subsidiary Items – Structure Removal, Earthfill Trenches, and Earthfill rock riprap.

24 - DRAINFILL **Bid Item 17, and 18**

The drainfill shall meet the requirements of Material Specification 521. The percentage of drainfill materials finer than the No. 200 U.S. Standard Sieve Size shall not be more than 3 percent. A soundness test on the fine and coarse aggregate is required. Note: sieve analysis is required on delivered materials [see Construction Specification 94, Section 10.a.(3)(e)].

The fine aggregate shall not be limestone or crushed limestone except in combination with other materials such that not more than 5% of the portion finer than the No. 4 sieve shall be limestone. The

gradation requirements for the fine and coarse aggregates are shown on the drawings Sheet G-2. Class A compaction of the drainfill is required as specified in Section 9. Trench depths are limited to 5 feet. Trench Safety OSHA guidelines shall be followed.

Bid Item 17- fine aggregate for the filter diaphragm, toe drain, strip drain, and impact basin drain and filter

Bid Item 18 – Coarse aggregate for the filter diaphragm, toe drain and impact basin drain foundation trench drain, labyrinth spillway, spillway chute and stilling basin.

26 - TOPSOILING Bid Item 19

This item consists of salvaging and placing topsoil on bottom and cut slopes of the auxiliary spillway.

Subsidiary Item requires topsoil to be placed on earthfill as shown on the drawings. Method 1 in Section 5 states that the topsoil shall be placed after the earthfill is finished. Item consists of salvaging and spreading topsoil on earthfill areas such as the embankment. Compensation for this work should be included in Earthfill.

22 – DIVERSIONS AND WATERWAYS Bid Item 20:

This item consists of construction of the auxiliary spillway diversion, and stub diversions along the downstream toe.

31 - CONCRETE FOR MAJOR STRUCTURES Bid Item 21, 22, 23 and Subsidiary Item

Measurement and payment for concrete shall be per Section 24, Method 1 (nearest .1 cu. yd.). All Concrete items shall be constructed using Type II or Type V, low alkali cement.

All surfaces exposed to air or water shall be finished by (1) a complete Carborundum stone rubbing, or (2) by treatment with cement based heavy duty coating such as "Masterseal" manufactured by Master Builder Solutions. All concrete must equal or exceed Class 4000. The slump specified shall be 4" +/- 1".

Bid Item 21: structural concrete for riser.

Bid Item 22: Concrete, Pipe Cradle. This item requires the Contractor to furnish and install the pipe cradle for the principal spillway conduit.

Bid Item 23: Concrete Structural, Impact Basin.

(Paid under other bid items) Subsidiary Items – Drain Cleanout pads, fence post, and Permanent Reference markers.

34 - STEEL REINFORCEMENT Bid Item 24

All work required to furnish and place all steel reinforcement required for the construction of the concrete works for this site.

41 - REINFORCED CONCRETE PRESSURE PIPE CONDUITS Bid Item 25 and Subsidiary Item

Includes furnishing and installing the 48" Inside diameter Pre-stressed, concrete lined, steel cylinder pipe. AWWA C-301 pipe is required, including the carrier pipe inside of the steel casing. Pressure testing is not required

45 - PLASTIC PIPE Bid Item 26

Perforated and non-perforated PVC plastic pipe shall be ASTM D1785, schedule 80, see drawings sheet; C-12. Six-inch ID pipe is required. Payment for this item also includes payment for Subsidiary Item, concrete Incidental - installation of cleanouts.

54 – BORING AND JACKING Bid Item 27

Installing a new 66” Dia steel casing pipe by boring and jacking in place. It also includes grouting the annular space between the steel casing and the in-situ soil.

61- ROCK RIPRAP Bid Item 28

Rock Type 1 is required. Test load requirements are in 8.a.(2)(c). Note the testing requirements in Material Specification 523 and the methods required for the soundness test. Equipment shall not be allowed on the rock during or after placement. Statement-of-delivery ticket showing weight to the nearest 0.1 ton is required and shall be furnished to the Inspector. Delivery of rock is allowed only during regularly scheduled work hours. Method 5 is designated as the payment method, which includes geotextile placed under the rock riprap.

71 - WATER CONTROL GATE Bid Item 29

This item of work shall consist of installing a slide gate 12” x 12” including a wall thimble, gate, stem, stem guides, and lift pedestal. Section 8.a.(2)(a). shall be changed (in IFB Amd. #1) to a MHS-2 from a MMS-1.

81 - METAL FABRICATION AND INSTALLATION Bid Item 30, and Subsidiary Items

This specification includes requirements for furnishing and installing the specified metal work for the inlet and outlet structures.

Bid Item 30: Includes Trash Rack and Manhole Cover and frame, cleanout covers and concrete for the trench drain cleanouts covers, and rodent guards. Furnish, fabricate, and install.

Subsidiary Item, Chain Link post assemblies. Note that these items shall be paid in (Bid Item 32, Fence Chain link).

Subsidiary Item, Stiles consist of furnishing and installing fence stile as shown on drawing C-20.

85 – CONDUIT SLIP-LINING Bid Item 31

Consist of install the 48” I.D. carrier pipe inside of the 66” steel casing pipe and grouting the space between with cellular concrete. See joint sealing required materials, ASTM C920 for the joints of pipe that are slip lined.

91 – CHAIN LINK FENCE Bid Item 32

Bid item 32 includes requirements for furnishing and installing chain link fence on the impact basin. Coating shall be galvanized PVC coated- color black.

92 - FIELD FENCE Bid Item 33

Contractor shall install fences per specifications and at approximate locations shown on drawings. All Barbed wire coating shall meet Class III requirements. Final locations shall be staked by the CO. Four gates are required.

94 - CONTRACTOR QUALITY CONTROL Bid Item 34

In Sections 3 and 4, Method 2 shall be used. This requires the quality control activities to be performed by competent personnel who are separate and apart from the line supervision and who report directly to management. Names of quality control personnel and their duties, qualifications, certifications, and authorities are required and shall be submitted to the CO for approval. A written plan (quality control system) must be submitted to the CO for approval. Daily QC reports are required to be submitted to the

Inspector. Any testing done by the CLO is for the sole benefit of the CLO. It is the Contractor's responsibility to perform tests to prove and ensure that all work performed meets the contract requirements. All tests shall be conducted in accordance with the appropriate ASTM method and with equipment that meets the requirements of the specified ASTM test method. Contractor's scheduling of construction activities may require more than one on-site quality control inspector (note the degree of quality control specified). Digital photos documenting the work are required with automatic imprinting of time and date as specified.

95 - GEOTEXTILE Subsidiary Item

A non-woven Class I as defined in Material Specification 592, Table 592-2 is required. Per Section 5, Method 2, the non-woven geotextile shall be secured in place with pins and overlap shall be 18 inches. Non-woven Class II geotextile shall be used around joints of the concrete pipe. Payment for geotextile is included in the bid item for rock riprap, Bid Item 28 and Bid Item 31, Conduit Slip-Lining.

99 – CONDUIT ABANDONMENT Bid Item 35

Consists of grouting the existing PS in place. A submittal of a shop drawing detailing the materials, venting and installation procedure is required, along with the grout mix design. Pumping is required.

496 – DENSE-GRADED HOT MIX ASPHALT Bid Item 36

HMAC TYPE D -This item requires the contractor to construct and pave the roadway as shown on the plans over the prepared surface all in accordance with the appropriate TX Dot specifications.

497 – FLEXIBLE BASE Bid Item 37

This item requires the contractor to furnish and install the 8" of crushed limestone base for the Schumann Road as shown on drawings.

Material Specifications: Questions covered: none

DRAWINGS

Drawing TX-EN-0669 are divided into three sections

G – Include general details for the job, abbreviations, index, legend, notes, gradation requirements, and entrance details

C - Construction details for the embankment, spillways, fences, road and geologic information

S – Includes detailed information for the construction of the riser, impact basin including steel schedules.

VISIT TO PROJECT SITE

Final Locations Designated/Marked

<u>Item --</u>	<u>Color of Flagging on stakes</u>
Benchmarks	Orange
Bury Material location	Yellow/White
Fences to be removed	Red/White
Construction entrance	Orange/White
Construction Campsite	Pink
Stockpile location	Orange/Pink
Centerline of Embankment	Red/Yellow
Centerline of new PS	White

Tour of Project Site

Three stops were made: (1) At site access point, (2) on embankment at new principal spillway station, and (3) at the old auxiliary spillway location.

QUESTIONS & ANSWERS (Q&As)

TECHNICAL Q&As

Q: What are the new County cattle guard specifications? Where can the cattle guards be purchased?

Must we use the current local supplier or can we obtain the cattle guard from another source?

A: A local source for the new cattle guard is Gordon's Repair Shop, 204 S. Ranch Road 1623, Stonewall, TX where currently there are a few of them available to view. You may use any source for the cattle guard as long as the product is an approved equal. If the new County Cattle Guard specifications are not available at the time of publishing this IFB Amendment #1, another IFB Amendment will be issued later to provide the information to prospective bidders and interested parties.

Q: How is the irrigation water measured?

A: See Construction Specification 6, Section 7.b.(4). The contractor shall furnish an in-line propeller type water meter.

Q: Does the contractor's surveyor require a RPLS (Registered Public Land Surveyor license)?

A: No, however all work shall follow professional practice and standards of the industry.

Q: Does the traffic control plan have to be stamped by a PE?

A: No, it must meet the requirements of TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2014), see CS 9, Section 7.

Q: Does the main reservoir need to be lowered, and if so how much?

A: Yes the contractor shall remove all water from the reservoir, or enough water to safely install the new principal spillway riser and pipe outlet. See Construction Spec 11, Removal of Water.

Q: Does the embankment fill requirement come from the AS cuts and the Borrow Area?

A: Yes. The borrow area is designated on Drawing TX-ENG-0669, Sheet G-3.

Q: Does the pipe installer have to be certified by the manufacturer?

A: The specifications do not require a certification, but please check with the pipe supplier.

Q: Does the welder have to be certified?

A: No, however the fabrication shall conform to the requirement of Specification for the Design, Fabrication and Erection of Structural Steel for Buildings (Riveted, Bolted and Arc-Welded Construction), American Institute of Steel Construction. See Construction Spec 81, Section 3.

Q: Does the Jack and Bore Plan need to be stamped by a PE?

A: Yes, see Construction Spec 54, Section 4. Submittals.

Q: Are the chain link fence posts coated with PVC also?

A: Yes, See Construction Spec 91, Section 2. Material, Galvanized and PVC coated. During the fabrication the welding areas shall be retreated with galvanization and PVC coating.

Q: What is the source for type III coating for the barbed wire fence?

A: Sheffield Wire Production manufactured by Burley Corporation is one supplier. See Construction Spec 92 and Drawing Sheet C-20.

Q: Does Contractor Quality Control have to be on site all of the time?

A: A daily report is required to be submitted daily. The degrees of inspection to be performed in Construction Spec 94 are periodic, full time, and continuous. The CQC shall be on site performing QC duties in accordance with the specifications.

Q: Does the irrigation have to be performed within the contract performance time?

A: The first 4 weeks of irrigation time is included in the performance time. See Construction Spec 6 Section 7.c.(2).

Q: Does the Contractor have to verify quantities prior to bid?

A: Not required, but you may wish to. Excavation is paid from natural ground down to the specified lower limits.

Q: Can the Contractor get the AutoCAD files for the Plans?

A: NRCS does not give out the AutoCAD files. Freese & Nichols, Inc., the Design Engineers may. If the contractor who is awarded the contract requests the files, NRCS will check. There is no guarantee they will be available. If the contractor does receive them, then they will use at their own risk.

Q: Will cattle be in the job site during construction?

A: No, the sponsors shall move cattle from the work area prior to issuance of Notice to Proceed.

Q: Does the bottom of the riser get down to the rock?

A: No, however the interpretation of the available geology is the contractor's responsibility. Please note the impact basin area and the elevations of the top of the rock in the nearest holes, B-304 and B-305 on Sheet C-23.

Q: Is the present slide gate operational?

A: Do not know.

Q: Is the time to drain the water in the reservoir in the performance time?

A: Yes, the contractor is in charge of the water level, and must obtain permit from TCEQ in order to use the water for construction purposes.

Q: How much water drains into the lake?

A: Runoff from the drainage area which is 2,647 acres.

Q: Do most of the pecan trees have to be removed downstream?

A: No, only the ones in the construction area of the impact basin and outlet channel.

Q: Does the fence along Schumann Road remain intact?

A: The access point must be installed, which can be a recessed entrance. See Drawing Sheet C-3 which shows the stabilized entrance requirements.

ADMINISTRATIVE Q&As

Q: Is Contractor required to provide a DUNS number?

A: No, not for this contract.

Q: Does Contractor need to submit certified payrolls?

A: No. If there is a need to review payrolls for a specific purpose, Contractor must make them available for viewing upon request from the CLO.

Q: The 305 calendar day performance time includes 20 calendar days move-in time. Does it also include weather days per historical data?

A: No, no weather days are in the performance time. They will be added to the contract performance time as they occur (see Part II, Article 26, Weather).

Q: Who will pay the Contractor?

A: The progress and final payments will be made to the Contractor from Texas State Soil and Water Conservation Board via electronic funds transfer. Contractor will need to fill out some paperwork and provide to TSSWCB after contract award to set up these payments.

Q: Is there a Buy American Act clause in this contract?

A: No, but all materials will need to meet the contract requirements (e.g., ASTM, etc.).

Q: What permission is needed for burning?

A: A burn permit is not needed. Contractor must follow state, local, and County regulations and follow County burn bans. The Fredericksburg Fire Department would like to be notified prior to each burn (phone 830-997-5603).

Q: Are we allowed to get a copy of the Plan Holder List for this project?

A: Yes, that is public information. Call or email Jennifer Ellebracht to request a copy. Phone: 830-997-3349 Ext. 3. Email: Jennifer.Ellebracht@tx.nacdnet.net

DISTRIBUTION:

To be posted on Gillespie County SWCD website. All registered plan holders and 10/20/16 site showing attendees will be advised via email (or otherwise) when Amendment #1 is available for downloading from

www.gillespiecountyswcd.org (Job Bids tab)

10/20/16 Site Showing Attendance

Gillespie Co. WCID No. 1 / SWCD Representatives

Steven Ging, Contracting Officer / General Manager
Greg Schumann, Alternate Contracting Officer / Vice President
Brett Schumann, Chairman
Dennis Neffendorf and Paul Ingel, Directors
Jennifer Ellebracht, SWCD Clerk
Jean Ann Maynard, R&J Contract Services

USDA – Natural Resources Conservation Service (NRCS)

Tom Beach, Project Engineer, Temple, TX
Adam Rangel, Project Inspector, Temple, TX
Wayne Seipp, District Conservationist, Fredericksburg, TX
Jess Anderson, Range Management Specialist, Fredericksburg, TX
Jon Whan, TS Engineer, San Angelo, TX

Texas State Soil & Water Conservation Board / Freese & Nichols, Inc.

Steve Bednarz, TSSWCB Statewide Programs Engineer, Temple, TX
Brad Kirksey, Design Engineer, F&N Inc.

Others

Jim Brandenberger, Allen Keller Company, Fredericksburg, TX
Mike James/P.J. Jons, J3Company LLC, Comfort, TX
Clay Herod / Mike Cowan, Acme Bridge
Craig Jenschke / Travis Moebes, Edmund Jenschke, Inc., Kerrville, TX
Glen Boultinghouse, Cure Constructors
Ross Nolan, Ross Construction, Inc.
Craig Bond, Austin Filter Systems, Inc., Austin, TX
Lonnie Mitchell, A.L. Helmcamp, Inc., Buffalo, TX