



**INVITATION FOR BIDS  
BRIDGE ON ZION HILL ROAD AT CANTAU CREEK  
OPENING DATE: 2:00 PM – THURSDAY, APRIL 7, 2016  
BID NUMBER 16-4990**

Sealed bids, for the bridge specifications hereto attached, for a BRIDGE LOCATED ON ZION HILL ROAD AT CANTAU CREEK, as described in the attached drawings and specifications, are being accepted. Alternatives or modifications will not be accepted.

By submitting a bid, Vendor hereby agrees to all of the terms and conditions of the bid documents, and to all terms and conditions of the contract.

**VENDOR IDENTIFICATION**

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D.# (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS *(Notifications will be sent to this email address)*

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

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**BID SUBMISSIONS**

**VENDOR INSTRUCTIONS:**

Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

**DEADLINE:** Bids must be received in the County Judge's office prior to **2:00 pm on THURSDAY, APRIL 7, 2016**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, Guadalupe County Justice Center, 211 West Court, Seguin, Texas 78155. Late bids will not be accepted under any circumstances!

**SUBMITTAL:** Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "BRIDGE ON ZION HILL ROAD AT CANTAU CREEK", "BID NUMBER 16-4990", and "APRIL 7, 2016" written in the lower left-hand corner of the envelope containing the bid.

**ADDRESS:** Sealed bids may be hand-delivered or mailed to the County Judge Kyle Kutscher, Guadalupe County, 211 West Court, Seguin, Texas 78155.

**METHODS:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

**WITHDRAWAL OR ALTERATIONS OF BID:** Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

**NO OFFER:** Please indicate on your "NO OFFER" response any area/concern that may have influenced your decision to indicate "NO OFFER."

**PROCUREMENT SCHEDULE:** Bids will be available on March 8, 2016 after approval by the Guadalupe County Commissioners Court. Bid submission deadline is 2:00 p.m. on April 7, 2016. The anticipated conclusion of the bid process will be April 19, 2016 or April 26, 2016 with the awarding of the contract for the construction of the bridge.

Bid Issued	March 8, 2016
Questions / Inquiry Deadline	March 24, 2016, 1:00 p.m.
Submission Deadline for Bids	April 7, 2016, 2:00 p.m.
Evaluation of Bids	
Award of Contract – To be determined	April 19 or 26, 2016

**PROPRIETARY INFORMATION:** Proprietary information, if any, submitted to Guadalupe County in response to this Bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

All responses to this solicitation are in their entirety, subject to the Texas Open Records Act. Guadalupe County will respond to open records requests in accordance to law by providing all requested response information unless respondent (offeror) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary.

Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

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**TAX EXEMPT STATUS:** GUADALUPE County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**RESPONSE PREPARATION COSTS:** The County will not pay any cost incurred by any contractor in the bid preparation, printing, demonstration or negotiation process.

**CONTRACTOR'S REPRESENTATIONS**

**UNDERSTANDING OF BID DOCUMENTS:** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Contractor is aware of the general nature of work to be performed by County and others at the site that relates to the work as indicated in the Contract Documents.

**EXAMINATION OF DOCUMENTS AND SITE:** Contractor has examined and carefully studied the contract documents and the other related data identified in the bidding documents. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

**FAMILIAR WITH LAW AND REGULATIONS:** Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.

**RECEIVED ALL INFORMATION NECESSARY:** Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

**WRITTEN NOTICE:** Contractor has given the County Auditor written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to Contractor.

**COMPREHENSIVE UNDERSTANDING OF PROJECT:** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

**SUBSTITUTE AND "OR-EQUAL" ITEMS:** The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by County and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item.

No item of material or equipment will be considered by County as a substitute or "or-equal" unless separately requested and submitted by Bidder with the original bid submission. The burden of proof of the merit of the proposed item is upon Bidder. County's decision of approval or disapproval of a proposed item will be final. If County approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**GENERAL REQUIREMENTS**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN.

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**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, GUADALUPE County's interpretation shall govern.

**ADDENDUMS:** When specifications are revised, the Guadalupe County Road Administrator will issue an addendum addressing the nature of the change. Bidders must **sign and include it in the returned bid package**.

**COMPLETED PROPOSAL:** A completed proposal means an original bid and one (1) copy must be submitted of each of the following:

- Vendor Identification page (page 1)
- Bid Submission Form (page 32)
- Contract page (page 33)
- Affidavit (page 34)
- Conflict of Interest Questionnaire (page 35 and page 36)
- Addendum(s) (see page 4 for instructions in the event of an addendum)

Each of these forms must be completed and signed by an authorized representative of the bidder.

The contract will be binding only when signed by the County Judge, Guadalupe County and a purchase order authorizing the item(s) desired has been issued.

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**BONDS:** Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

All bonds and insurance required by the Contract Documents to be purchased and maintained by County or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

**FORMS:** All bids must be submitted on the forms provided in the bid document. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

**All bids are a firm fixed price based on specifications presented; bids will not be accepted for alternative designs or materials.**

**LATE BIDS:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. GUADALUPE County is not responsible for lateness of mail, courier service, etc.

**REFERENCES / DEMONSTRATION OF SUCCESS:** Bidders may be required to submit, at the request of GUADALUPE County, client list and references from clients where your company has provided a project similar to that specified herein, and such project has been successfully accomplished. References must include clients name/company name, contact person, mailing address, physical address, telephone number, brief description of project and approximate project cost.

**RESPONSIBILITY:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required,
- Be able to comply with the required or proposed delivery schedule or time table.
- Have a satisfactory record of performance, and

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Be otherwise qualified and eligible to receive an award.

GUADALUPE County may request representation and other information sufficient to determine the bidder's ability to meet these minimum standards listed above.

**AWARD**

**CONTRACT PERIOD:** There is to be a continuous and on-going effort to complete this project within guidelines of **time constraints**.

**TIME CONSTRAINTS:** Construction of the bridge, including cure time for bridge deck, shall begin on June 2, 2016 and must be completed no later than August 22, 2016 due to road closure in compliance with local school districts summer break. Preliminary work may commence prior to June 2, 2016 without impeding traffic.

**CONTRACT:** This Bid, when properly accepted by GUADALUPE County, shall constitute a contract equally binding between the successful bidder and GUADALUPE County.

**EVALUATION CRITERIA:** Criteria utilized by GUADALUPE County for determining the lowest responsible bidder includes, but is not limited to, bidder meeting the County's published specifications, bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any factor which could reasonably be asserted as being relevant to successful performance.

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the GUADALUPE County Auditor and recommendation to GUADALUPE County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The GUADALUPE County reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

**DISQUALIFICATION OF BIDDER:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to GUADALUPE County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engages in such line of business.

Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**AWARDS:** GUADALUPE County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the even the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

It is understood that the Commissioners Court of Guadalupe County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of GUADALUPE County.

**CONTRACT OBLIGATION:** GUADALUPE County Commissioners Court must award the contract and the County Judge or other person authorized by the GUADALUPE County Commissioners Court must sign the

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contract before it becomes binding on GUADALUPE County or the bidders. Department heads are NOT authorized to sign agreements for GUADALUPE County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**IRREVOCABLE STATEMENT:** All submitted bids shall be irrevocable for a period of 30 days.

**CONTRACT EXTENSIONS:** Extensions may be made ONLY by written agreement between GUADALUPE County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

**CONTRACT ADMINISTRATION:** Under this contract, Mark Green, Road and Bridge Administrator, Guadalupe County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful bidder. Mr. Green can be reached at 830-379-9721.

**SCOPE**

It is the intent of GUADALUPE County to contract for only materials, equipment, tools, services, labor, and supervision necessary to construct bridge on ZION HILL ROAD AT CANTAU CREEK as specified herein. Once the contract is signed and a purchase order issued, there is to be a continuous and on-going effort to complete this project, and in no case should the project exceed the **time constraints**.

**TERMS AND CONDITIONS**

**GOVERNING LAW:** Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that GUADALUPE County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall provide to the County Auditor, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award.

These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better.

Guadalupe County reserves the right to accept or reject any surety company proposed by the bidder. In the event Guadalupe County rejects the proposed surety company, the bidder will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Guadalupe County.

**POWER OF ATTORNEY:** An Attorney-in-fact who signs a performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**INSURANCE:** Before commencing work, the successful contractor shall be required, at his own expense, to furnish the Guadalupe County Purchasing Coordinator within ten (10) days of notification of award with certificates of all insurance policies for all requirements as stated below to be in force throughout the term of the contract.

During the period of this contract, Contractor shall maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold the County harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor shall;



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- A. Name Guadalupe County as additional insured/or an insured, as its interests may appear.
- B. Provide Guadalupe County a waiver of subrogation.
- C. Provide Guadalupe County with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- D. Provide the Guadalupe County Purchasing Coordinator, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.
- E. Submit a certificate of insurance reflecting coverage as follows:
  - a. Commercial Automobile Liability:
    - Bodily Injury (Each person) - \$1,000,000
    - Bodily Injury (Each accident) - \$1,000,000
    - Property Damage - \$1,000,000
    - Aggregate Policy Limits - \$1,000,000
  - b. Commercial General Liability (Including Contractual Liability):
    - Bodily Injury - \$1,000,000
    - Property Damage - \$1,000,000
    - Aggregate Policy Limits - \$1,000,000
  - c. Excess Liability:
    - Umbrella Form - \$1,000,000
  - d. Worker's Compensation: - Statutory

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

All required insurance shall be in force throughout the term of this contract. Failure to provide or any lapse in the required insurance may be cause for immediate cancellation of award of this contract.

PERMITS / LICENSES: Contractor shall obtain and pay for all construction permits and licenses. Guadalupe County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of opening of bids.

DESIGN ENGINEER: The project has been designed by Wilson Engineering Co., PLLC who is designated Design Engineer. Design Engineer shall be understood to be Design Engineer for the County, and nothing contained in the contract documents shall create any contractual or agency relationship between Design Engineer and Contractor.

CONTRACTOR'S RESPONSIBILITY FOR WORK:

The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures, and coordination of the Work under this contract.

The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the Work. The Superintendent shall be satisfactory to the County and shall not be changed except with the approval of the County.

The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions in connection with the Work. He shall obtain approval for the location of the equipment, supplies, and construction access during the Work.

The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:

- 1) All employees of the Work and all other persons who may be affected thereby.
- 2) All the Work and all materials to be incorporated therein, whether all storage on or off the site.

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- 3) All property at the sites and adjacent thereto including trees, shrubs, lawn walks, pavements, roadways, structured and utilities not designated for removal, relocation, or replacement in the course of construction.

**MATERIALS AND WORKMANSHIP:** All Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

The County may request test specimens of the various materials at any time. The Contractor shall furnish the test specimens and the County, at the expense of the County, will make test.

All Manufacturers' product certifications required by the specifications shall be numbered consecutively, dated and submitted to the County as required.

**Removal of Defective Work:** If any materials provided under this Contract are condemned as not conforming with the requirements of the Contract Documents by the County Judge, the Contractor shall, within a reasonable time after having received notice from the County Judge to that effect, proceed to remove from the Project Site all Condemned materials, whether worked or unworked and to take down all portions of the Work which have been condemned as unsound or improper or is in any way failing to conform to the Specifications and Contractor shall make good all Work damaged or destroyed thereby, including all adjacent Work damaged thereby.

**Cleaning:** As directed by the County, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the Work, the Contractor shall have the premises in a neat and clean condition.

The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.

The County expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees, and guests.

**SUSPENSION, DEBARMENT, AND TERRORISM:** Contractor certifies that the contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Government Entity and that Contractor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Contractor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

**NON-DISCRIMINATION / EQUAL EMPLOYMENT:** All contracts will be awarded by Guadalupe County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability.

**CITIZENSHIP OF EMPLOYEES:** The Bidder warrants, by execution of this Bid, that it has complied with all federal laws and requirements therefore regarding immigration and citizenship, and that all employees are qualified as required therein.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract in accordance with V.T.C.A., Local Government Code §171.002 and §171.003. A conflict of interest questionnaire shall be filled out in accordance with Local Government Code §176.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interests disclosure questionnaire with the governmental entity prescribed.



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A Conflict of Interest Questionnaire Form (CIQ) must be submitted with the bid submission.

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

**Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016; [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

**CONTRACTOR'S CERTIFICATIONS:** Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Contract:

1. "*corrupt practice*" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "*fraudulent practice*" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
3. "*collusive practice*" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "*coercive practice*" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**DISCLOSURE REQUIREMENTS:** In accordance with Local Government Code §176.004, all prospective bidders shall complete the conflict of interest questionnaire and submit it with their bid. (The Texas

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Legislature passed House Bill 914 during the 2005 legislative session which requires the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business agreement with any employee, official or agent of Guadalupe County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**RECYCLED MATERIALS:** Guadalupe County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Guadalupe county will be the sole judge in determining product preference application.

**NON-COLLUSION:** Offeror, by submitting a signed bid certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**COST DISCUSSIONS:** Prior to the public opening, all bids will remain sealed at the county. During this period, any discussion by any Vendor with any employee or authorized representative of the county involving cost information may result in rejection of said bid.

**TERMINATION:** Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

GUADALUPE County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which GUADALUPE County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to GUADALUPE County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

The County may terminate the Contract if the Contractor for the following reasons, including but not limited to:

- 1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- 2) Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
- 3) Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- 4) Otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exists, the County may, without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 1) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
- 2) Finish the Work by whatever reasonable method the County may deem

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expedient.

When the County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**SUSPENSION BY THE OWNER FOR CONVENIENCE:** The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- 1) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible.
- 2) That an equitable adjustment is made or denied under another provision of this Contract.

Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**FORCE MAJURE:** Neither party shall be responsible for delays caused by "Acts of God," non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

**CANCELLATION OF CONTRACT:** Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Mark Green, Road and Bridge Administrator, Guadalupe County, 310 IH 10 West, Seguin, Texas 78155. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Guadalupe County, Texas.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state, and local laws and regulations.

**PROGRESS PAYMENTS:** Based upon Applications for Payment submitted to the County Judge, the County shall make progress payments on account of Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered must be approved by Mark Green, Road and Bridge Administrator, Guadalupe County. The Application for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1) Take that portion of the Contract Sum properly allocable to completed work less retainage of ten percent (10%).
- 2) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by the County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
- 3) Subtract the aggregate of previous payments made by the County.
- 4) The progress payment amount determined in accordance with 2) above shall be further modified under the following circumstances:

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Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the County's Representative shall determine for incomplete work and unsettled claims.

- 5) The County shall make final payment, constituting the entire unpaid balance of the Contract Sum, to the Contractor when the Contract has been fully performed by the Contractor.

INVOICING: Invoices shall be sent directly to the Guadalupe County Auditor's office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized and must reference the Guadalupe County Purchase Order Number in order to be processed for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, 830-303-4188 ext. 1229.

ASSIGNMENT OF CONTRACT: The successful vendor may not assign, sell, or otherwise transfer this contract without written permission of the Guadalupe County Commissioners Court.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold GUADALUPE County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

- 1) Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the County with a written report on each such matter covered by this paragraph and by paragraph 2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.
- 2) The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.
- 3) Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 4) In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.

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- 5) In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.
- 6) Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.
- 7) In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.
- 8) Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 9) The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 10) Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury an property damage that arise from said Contractor's operations. Such provisions shall be in form satisfactory to the County.
- 11) Loss Deduction Clause--The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

**WAIVER OF SUBROGATION:** By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Guadalupe County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SUPPLEMENTAL MATERIALS:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the GUADALUPE County. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of GUADALUPE County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. GUADALUPE County shall act as sole judge in determining equality and acceptability of products offered.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to GUADALUPE County. All charges and physical activity related to delivery, installation, removal, and redelivery shall be the responsibility of the bidder.



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**ENCLOSURES:** The drawing/plans are attached to this document and are incorporated herein by reference for all purposes as though fully set forth herein word for word.

**SPECIFICATIONS / PLANS:** Specifications may be obtained on the Guadalupe County website. One (1) set of plans may also be obtained from the Guadalupe County Road & Bridge department, 830-379-9721.

The Contractor is responsible for the cost of printing any additional project plans for their use. Guadalupe County will not be responsible for any expense related to the production or printing of project plans.

Complete sets of bidding documents shall be used in preparing bids; neither Guadalupe County nor Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

**ADDENDA AND EXPLANATIONS:** No interpretation of the meaning of the drawings, specifications, or other bid documents will be made to any bidder orally. Explanations required by a prospective bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Addendums will be emailed to the email address provided on page 1 of this document.

Every request for such explanation shall be in writing addressed to Kristen Klein, County Auditor, 307 W Court Street, Seguin Texas 78155. When the bid documents or the specifications are revised, the County Auditor will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Any verbal statements regarding same by a person prior to the award shall not be authoritative and or binding.

Addenda issued to bidders prior to date of receipt of bids shall become part of the contract documents, and all bids shall include the work described in the Addendum.

**REQUESTS FOR CLARIFICATIONS**

Any prospective respondent desiring any explanation or interpretation of the bid must make a written request at least 1:00 p.m. on March 24, 2016. The request must be addressed to Kristen Klein, County Auditor, at the address listed below:

Guadalupe County Auditor's Office  
Attn: Kristen Klein, County Auditor  
307 W. Court, Suite 205  
Seguin, TX 78155

**QUESTIONS REGARDING BID DOCUMENTS:** Questions concerning this bid should be directed to the County Road Administrator, Mark Green, at 830-379-9721.

**GUADALUPE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BIDS SUBMITTED, AND TO WAIVE ANY TECHNICALITIES FOR THE BEST INTEREST OF THE COUNTY.**

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.**



**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**GENERAL SPECIFICATIONS**

**INCLUDING CONSTRUCTION AND ERECTION SPECIFICATION**

**1) GENERAL CONSIDERATIONS**

**a) DEFINITIONS:**

Whenever used in the specifications or on the drawings, the following meaning shall be given the terms herein defined.

- i) "Owner"- GUADALUPE County, Texas
- ii) "General Contractor"
- iii) "Plans"- Design, construction plans and specifications, prepared and furnished by Wilson Engineering Co., PLLC

**b) WORKMANSHIP AND MATERIALS:**

- i) Contractor shall do this work in accordance with the drawings and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the Owner.
- ii) All material used shall be of top quality and meet with the specified strengths, subject to the inspection and approval of the Owner.
- iii) Application for minor changes for improving architectural treatment or utilization of available materials shall be made to the Owner.
- iv) Structural steel connections shall be full strength welded joints and welding shall be done in accordance with American Welding Society requirements, except where shown otherwise or specified otherwise by the Owner.

**c) DRAWINGS AND SPECIFICATIONS:**

- i) If a conflict occurs between information on the drawings and information in the specifications, the drawings shall apply unless it is clearly indicated otherwise.
- ii) Any work called for on the drawings, and not mentioned in the specifications, or vise versa, shall be furnished as though fully set forth in both.
- iii) Work not particularly detailed, marked, or specified, shall be the same as similar parts that are detailed, marked, or specified.
- iv) Should an error appear on the drawings or in the specifications, or in the work done by others affecting this work, the Contractor shall notify the Owner at once and proceed according to the Owner's instructions. If the Contractor proceeds with work affected without, or contrary to, the Owner's instructions, he shall (at the Owner's discretion) repair, replace, or make adequate restitution for any resulting damage or defects. This includes typographical errors in the specifications, and notational errors on the drawings where doubtful of interpretation.

**d) USE OF PREMISES:**

- i) The Contractor shall confine his apparatus, storage of materials and construction operations to the limits of the right of way. Any other Construction easement or storage easement must be obtained by Contractor.
- ii) The Contractor shall not load or permit any part of the structure to be loaded to such an extent as to endanger its safety.
- iii) The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, and barricades.

**2) LAYOUT**

The owner shall employ competent personnel to lay out all center lines and to set whatever stakes, batter boards and bench marks which in the opinion of the Road and Bridge Administrator are necessary. The Road and Bridge Administrator may require the Contractor to check all measurements and levels as often as he deems advisable. Before starting the work, the Owner shall verify all lines and levels given on the drawings, and if any discrepancies appear they shall be reported to the Owner at once. The Contractor shall be held responsible for the maintenance of all levels, lines and grades involved in his work.

**3) DESIGN AND LOADING CONSIDERATIONS**

**a) DIMENSIONS:**

- i) The bridge deck shall be 70 feet.
- ii) The bridge shall have two lanes and 28 feet of clearance between rails.

**GUADALUPE COUNTY  
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- b) **LOADING:**
  - i) Design load bearing capacity of soil under footings is taken from information shown on the soil test reports furnished by the Contractor, or by field tests made on foundation excavation by the Contractor.
  - ii) The load carrying capacity shall include the following:
    - (1) Dead load weight of the bridge.
    - (2) Forces impose laterally by wind and other natural elements.
    - (3) Impact considerations.
    - (4) Live load imposed by vehicular traffic (to match HS20 Highway loading).
    - (5) Provisions to suit temperature changes.
- 4) **MISCELLANEOUS**
  - a) **SANDBLASTING-** Where existing steel shapes are used, sandblast metal to SSPC-SP 10, near white metal, using #4 sand. Remove all visible oil, grease, dirt, dust, milscale, rust, paint, oxides, corrosion products, and other foreign matter. Primer coat shall be applied the same day the sandblasting is done.
  - b) **PAINTING-** Exposed metal surfaces shall be painted with Inorganic Zinc Primer, Sherwin Williams Zinc Clad 1 (or equal) in accordance with directions and supervision of the Judge.
  - c) **EXISTING BRIDGE-** Contractor shall dismantle existing low water crossing and stack old materials on side approach. County shall be responsible for disposal of materials.
  - d) **EXCAVATION-** Contractor to provide all excavation necessary to install new bridge. Excavated material not used for backfill shall be removed from site by county.
  - e) **BACKFILL-** If extra backfill is necessary, county shall provide suitable backfill material.
  - f) **CREEK CHANNEL-** Contractor will excavate channel of creek at bridge area if necessary.
- 5) **WORK TO BE PERFORMED BY COUNTY**
  - a) **BACKFILL –** All abutment and wingwall backfill shall be provided by county.
  - b) **ROADWORK –** All necessary roadwork shall be performed by county.
  - c) **BARRICADES –** All barricades necessary for closure will be provided by county.

**END OF SECTION**

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**SUMMARY OF WORK**

Descriptive Summary of the Work: Removal of existing bridge and construction of new bridge.

Identification: ZION HILL ROAD AT CANTAU CREEK

Contract Documents: Requirements of the work are contained in the contract documents, and include cross-references herein to published information, which is not necessarily bound therewith.

Listing, Acceptance, Requirements: Refer to the individual work sections of specifications and other contract documents for requirements of work to be performed as “Alternates”. Refer to Contract for indication of which Alternates (as listed in Instructions to Bidders) have been accepted or will be considered for acceptance during construction. Accepted Alternates are in full force and effect, as though included originally in base bid. Each must be completely integrated and coordinated with surrounding work.

Cutting and Patching:

Structural Work: Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Submit proposal and request and obtain Owner’s approval before proceeding with cut-and-patch of structural work.

Operational/Safety Limitations: Do not cut-and-patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Owner’s approvals before proceeding with cut-and-patch of structural work.

Visual/Quality Limitations: Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by Owner.

Limitation of Approvals: Owner’s approval to proceed with cutting and patching does not waive right to later require removal/replacement of work found to be cut-and-patched in an unsatisfactory manner, as judged by Owner.

**END OF SECTION**

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**PROCEDURES AND CONTROLS**

Administration and Supervision:

Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

Surveying/Recording:

General: Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with owner at time of discovery.

Inspections and Testing:

General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Owner by the most expeditious means possible.

Preparation for Installation:

Pre-Installation Conference: Prior to starting installation of each major component of the work, hold a pre-installation conference, attended by each entity involved or affected by planned installation.

Review significant aspects of requirements for the work. Record discussion and distribute as plan of action. Pre-installation conferences are specifically required for (but not limited to) the following installations:

Foundation work in completed excavations.

Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

Cleaning and Protection:

General: Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

**END OF SECTION**

**GUADALUPE COUNTY**  
**ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**  
**TEMPORARY FACILITIES**

**General Definitions:**

Refer to General Conditions for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by the way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Owner's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, demolition, alterations, soil borings, mock-ups and similar items.

Costs: Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

**Temporary Support Facilities:**

General: Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of substantial completion.

Toilets: Where permitted by governing regulations, provide single-occupant, self-contained units; glass fiber reinforced polyester enclosure; equipped with both urinal and stool fixtures. Supply units with tissue and, where not located near separate wash facilities, supply with wet-type hand towels and wash containers. Locate units so that personnel with travel no more than 300'.

**Security and Protection:**

General: Provide facilities and services as necessary to effectively protect from losses and persons from injury during the course of construction.

Barricades: County will provide and maintain barricades at hazardous locations, complete with signs, general lighting, warning lights and similar devices where appropriate or required by regulations.

Environmental Protection: Review exposure to possible environmental problems, with Owner. Establish procedures and discipline among tradesmen and provide needed facilities, which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

**END OF SECTION**

**GUADALUPE COUNTY**  
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**PROJECT CLOSEOUT**

**General Definitions:**

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work, and apply to individual portions of completed work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

**Procedures at Substantial Completion:**

**Prerequisites:** Comply with General Conditions and complete the following before Requesting Owner's inspection of the work, or designated portion thereof, for substantial completion:

Complete final cleaning, and remove temporary facilities and tools.

**Inspection Procedures:** Upon receipt of Contractor's request, Owner will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

**Procedures at Final Acceptance:**

**Re-inspection Procedure:** Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections and excepting incomplete items delayed because of acceptable circumstances, Owner will re-inspect work. Upon completion of re-inspection, Owner will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

**Record Documentation:**

**Record Drawings:** Maintain a complete set of blue/black-line prints of contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up drawings during course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work, which may require servicing or replacement during life of project. Require entities marking prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.

**Final Cleaning:** At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.

**END OF SECTION**



**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**SITE CLEARING**

Protections: Provide temporary fences, barricades, coverings, or other protections to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Apply protections to adjacent properties as required.

Restore damage work to condition existing prior to start of work, unless otherwise directed.

Do not interfere with normal traffic on roads, streets, walks, and other adjacent occupied or used facilities. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

Demolition: Includes complete wrecking of structures and removal and disposal of demolished materials from site. Comply with applicable codes and ordinances of authorities having jurisdiction concerning demolition operations.

Salvable items may be removed after demolition work starts; storage or sale on site of removed items will not be permitted.

Control air pollution caused by dust and dirt; comply with governing regulations.

Fill below-grade areas and void resulting from demolition operations. Use satisfactory soil materials, placed in 6" deep horizontal layers with each layer thoroughly compacted.

Grade ground surface to conform to required contours and to provide surface drainage.

Dispose of removed and demolished items, including trash and debris, off Owner's property.

Burning of waste materials on site is not permitted.

**END OF SECTION**

**GUADALUPE COUNTY**  
**ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**  
**SHORING AND BRACING**

Extent of shoring and bracing work is the responsibility of the General Contractor and shall comply with OSHA.

Supervision: Assign supervision of shoring and bracing work to a qualified foundation consultant.

Regulations: Comply with local codes and ordinances of governing authorities having jurisdiction.

Job Conditions: Before starting work, check and verify governing dimensions and elevations. Survey condition of adjoining properties, take photographs, recording existing settlement or cracking of structures, pavements, and other improvements. Prepare list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

Survey adjacent structures and improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

During excavation, re-survey benchmarks weekly. Maintain accurate log of surveyed elevations for comparison with original elevations. Promptly notify Owner if changes in elevations for comparison with original elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

Materials: Provide suitable shoring and bracing materials, which will support loads imposed. Materials need not be new, but should be in serviceable condition.

Shoring: Protect site from caving and unacceptable soil movement. Where shoring is required, locate system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

Shoring systems retaining earth on which support of stability of existing structures is dependent must be left in place at completion of work. If wood is part of shoring system near existing structures, use pressure preserved treated material or remove before placement of backfill.

Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace.

Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Owner.

Install internal bracing, if required, to prevent spreading or distortion to braced frames.

Maintain bracing until structural elements are replaced by other bracing or until permanent floor construction is able to withstand lateral earth and hydrostatic pressures.

Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

**END OF SECTION**

**GUADALUPE COUNTY**  
**ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**  
**EARTHWORK**

Existing Utilities: Locate by hand excavation and provide protection from drainage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without providing temporary services.

Repair damages to existing utilities as directed by utility company.

Protections: Protect structures, utilities, sidewalks, pavements, and other facilities in area of work. Barricade open excavations and provide warning lights. Comply with regulations of authorities having jurisdiction.

Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent structures from settlement, complying with local codes and regulations. Maintain until excavations are back-filled.

Sub-base Fill Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or crushed slag free of vegetation, debris, or other objectionable materials.

Excavation: Remove and dispose of material encountered to obtain required sub-grade elevations, including pavement, obstructions visible on ground surface, underground structures and utilities indicated to be removed.

Rock excavation (boulders over ½ cu. Yd., solid rock in ledges, and rock-hard cementitious aggregate deposits), if encountered, will be paid for in accordance with contract conditions relative to changes in work.

Unauthorized excavation (removal of materials beyond indicated sub-grade elevations) may be filled with lean concrete, or corrected by extending indicated bottom elevation of footing to lower elevation, as acceptable to Owner.

Stockpile excavated materials where directed, until required for backfill and fill.

Excavate for structure to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for inspection. Trim bottom to required lines and grades to provide solid base to receive concrete.

If unsatisfactory soil materials are encountered at design elevations, continue excavation as directed by Owner. If conditions are not a result of Contractor's negligence, additional excavation will be measured as directed by Owner and paid for in accordance with contract conditions relative to changes in work.

Backfill and Fill: Place and compact acceptable soil material in layers to required elevations. Use soil material free of clay, rock or gravel larger than 2" in any dimension, debris, vegetable matter, waste, and frozen materials.

Backfill excavations as promptly as work permits.

Prepare ground surface to receive fill by removing vegetation, debris, unsatisfactory soil materials and obstructions. Scarify as required so that fill material will bond with existing surface.

Place backfill and fill materials in layers not more than 8" in loose depth, compacting each layer to required maximum density. Do not place materials on surfaces that are muddy, frozen, or contain ice or frost.

Compaction: Compact each layer or backfill and fill soil materials and the top 12" of sub-grade for structures, slabs, and pavements to 90% maximum density of cohesive soils and 95% for cohesion less soils. At lawns or unpaved areas, 85% max. density for cohesive soils and 90% for cohesion less soils.

Pavement Sub-base Course: Place sub-base material in layers of indicated thickness, over sub-grade surface to support walks and pavement. Place single layer for course 6" thick or less and equal layers for courses more than 6" thick. Compact each lift.

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

Grading: Grade areas indicated, including adjacent transition areas, with uniform levels or slopes between finish elevations. Shape surface of areas to within 0.10' above or below required sub-grade elevation, compacted as required.

Maintenance: Repair and re-establish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

Disposal: Transport acceptable excess excavated material to designated soil storage areas on site, stockpile or spread as directed. Remove and dispose of unacceptable excavated material, trash, and debris from site.

Disposal: Remove excess excavated material, trash, debris, and waste material from site.

**END OF SECTION**

**GUADALUPE COUNTY  
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**DRIVEN PILES**

Welder Qualifications: Qualify welders, welding processes and procedures in accordance with AWS “Structural Welding Code”.

Driving Records: Submit copies of driving record of each pile not later than 2 days after driving. Include project name and number, name of Contractor, pile location and number, computed pile capacity, type and size of hammer used, type of pile driving cap used, rate of operation of pile driving equipment, pile dimensions, elevation of point, elevation of butt before and after cut-off, ground elevation, continuous record of number of blows for each foot of penetration, pile deviation, pile uplift and reaction, and any unusual occurrences during pile driving.

Protection: Protect structures, underground utilities and other construction from damage caused by pile driving operations. Pre-excavate for piles if required.

Steel H-Section Piles:

Steel: Hot-rolled carbon steel structural shapes and plates, complying with ASTM A 36.

Provide pile point reinforcement of same basic steel as pile sections. Weld web reinforcement plates with a continuous fillet weld on top and bottom edge only; weld flange reinforcement plates, angles or shapes with a continuous fillet weld on edges; unless otherwise indicated.

Driving Piles:

General: Continuously drive piles at locations indicated, to require point elevation and driving resistance established by driving and loading of test piles.

Carefully maintain center of gravity for each group or cluster of piles to conform to locations shown on drawings.

Carefully plumb leads and pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.

Driving Tolerances: Drive piles within following maximum tolerances:

Location: 6” from location indicated for center of gravity of each single pile or pile groups; 1” for piles under walls.

Plumbness: Maintain 1” in 10’-0” from vertical, or a maximum of 4”, measured when the pile is above ground, in leads.

Batter Angle: Maximum 1” in 10’-0” from required angle; measured when pile is above ground, in leads.

Damaged or Misdriven Piles: Damaged piles, and piles driven outside required driving tolerances will not be accepted.

Withdraw piles rejected after driving, and replace with new piles.

Piles rejected after driving may be abandoned and cut-off, and additional piles driven to replace rejected units at designated locations.

Cutting-off: Cut-off tops of driven piles, square with pile axis and at elevations indicated. Dispose of excess materials off site.

Re-coat cut-off tops of piles which have a protective coating. Use materials and methods to conform with exiting coating.

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

Hammer shall weigh between 2000 and 5000 pounds. The minimum hammer energy, in foot-pounds, shall be 250 times the design load in tons. The drop shall be regulated to avoid injury to the piling, but in no case, shall the drop be greater than 10 feet. Ten ton loading minimum required.

Bearing Evaluation: Unless otherwise shown on the plans, the dynamic bearing resistance of piling shall be determined by the following formula:

Gravity Hammers

$$P = \frac{2WH}{S+1.0}$$

When energy delivered (@ X H) by gravity hammer is 24,000 foot-pounds or greater, and the penetration does not exceed ½ inch per blow for the last 40 blows delivered (without increasing), determine bearing resistance by:

$$P = \frac{2WH}{3S}$$

Where,

P=Dynamic resistance in pounds,

S=Average penetration in inches, per blow, for the last 20 blows,

W=Weight of ream, in pounds

H=Height of fall of ram, in feet.

Measurement and Payment:

Test piles that become part of completed foundation system will be considered as an integral part of work.

No payment will be made for rejected piles, including piles driven out of place, imperfect piles, or piles damaged in driving or handling.

**END OF SECTION**



**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**CONCRETE**

Codes and Standards: ACI 301 “Specifications for Structural Concrete Buildings”; ACI 318, “Building Code Requirements for Reinforced Concrete”, comply with applicable provisions except as otherwise indicated.

Concrete Testing Service: Employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.

Owner will employ separate testing laboratory to evaluate concrete delivered to and placed at site.

Quality Control: Owner’s testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Owner. This testing does not relieve Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.

Sampling: ASTM C 172

Slump: ASTM C 143, one test for each load at point of discharge.  
(Max. 5”)

Air Content: ASTM C 173, one for each set of compressive strength specimens.

Compressive Strength: ASTM C 39, one set for each truck for deck concrete and one set each 20 cu. Yds. or fraction there of each class of concrete; 2 specimens tested at 7 days, 3 specimens tested at 28 days, and one retained for later testing if required.

Test results will be reported in writing to Owner, Contractor and concrete producer on same day tests are made.

Manufacturer’s Data: Submit manufacturer’s product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Owner.

Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

Mix Proportions and Design: Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

Submit written report to Owner for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Owner.

Mix designs may be adjusted when material characteristics, job conditions, weather, test result or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Owner.

Use air-entering admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete.

**Concrete Materials:**

Portland Cement: ASTM C 150, type as required.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Judge.

Water: Clean Drinkable.

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**ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

Air Entraining Admixture: ASTM C 260.

Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Form Materials:

Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.

Exposed Concrete Surfaces: Suitable material to suit project conditions.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60 unless otherwise indicated.

Welded Wire Fabric: ASTM A 185.

Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94.

Form work: construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.

Provide openings in formwork to accommodate work of other trades. Accurately place and securely support items built into forms.

Clean and adjust forms prior to concrete placement. Apply form release agents of wet forms, as required. Retighten forms during concrete placement if required to eliminate mortar leaks.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers, and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable, lapping at least one mesh.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In hot weather comply with ACI 318.

**GUADALUPE COUNTY  
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Concrete Finishes:

Exposed-to-view-Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

Concrete shall be free to cure under exposure to normal atmospheric conditions existing at job site unless specified otherwise. During hot weather curing, apply 1100-CLEAR all-resin, water emulsion concrete curing compound.

**END OF SECTION**

**GUADALUPE COUNTY  
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**STRUCTURAL STEEL**

Codes and Standards: AISC “Code of Standard Practice for Steel Buildings and Bridges”; AISC “Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings: including “Commentary”, AWS “Structural Welding Code”; comply with applicable provisions except as otherwise indicated.

Shop Drawings: Show complete details and schedules (if required) for fabrication, assembly and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Fasteners: High-strength bolts and nuts, ASTM A 325 or A 490; unfinished bolts and nuts, ASTM A 307, Grade A.

Shop Paint: FS TT-P\_86, Type II; or, SSPC-Paint 14.

Fabrication: Comply with AISC “Specifications” and final shop drawings. Mark and match- mark units for field assembly.

Connections: As shown on drawings. Use high-strength bolts for field connections, except as otherwise indicated.

Comply with AWS Code for procedures, appearance, and quality of welds.

Provisions for Other Work: Fabricate structural steel members or portions of members embedded in concrete or mortar, and contact areas to be welded or riveted. Clean steel free of loose mill scale, rust, oil and grease. Apply prime paint to provide a minimum dry film thickness of 2.0 mils.

Erection: comply with AISC Code and Specifications, and maintain work in safe and stable condition during erection. Provide temporary bracing and shoring as required; remove when final connections are placed.

**END OF SECTION**

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**METAL FABRICATION**

Codes and Standards: AISC “Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings”, AWS “Structural Welding Code”; Comply with applicable provisions unless otherwise indicated.

Inserts and Anchorage's: Furnish inserts and anchoring devices to be built into other work for installation of miscellaneous metal items; coordinate delivery to job site to avoid delay.

Steel Plates, Shapes, Bars: ASTM A 26.

Cold-formed Steel Tubing: ASTM A 500, Grade B.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Structural Cold-Rolled Steel Sheets: ASTM A 570.

Galvanized Structural Steel Sheets: ASTM A 466, Coating Designation G 90.

Concrete Inserts: Malleable iron (ASTM A 47) or cast steel (ASTM A 27) inserts, with steel bolts, washer and shims; hot dip galvanized.

Shop Paint: FS TT-P-86, Type II, or SSPC- Paint 14. Apply to cleaned and degreased steel surfaces at rate to provide a 2.0-mil dry film thickness.

Galvanizing: ASTM A 386 for assembled products; A 153 for iron and steel hardware.

Fabrication, General: Use materials of size and thickness shown or, if not shown, of required size, grade and thickness to produce strength and durability in finished product. Shop-paint all items not specified to be galvanized after fabrication.

Weld corners and seams continuously, grind exposed welds smooth and flush.

Form exposed connections with hairline, flush joints; use concealed fasteners where possible.

**END OF SECTION**

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**BID SUBMISSION FORM**

We, the undersigned, propose to enter into a contract with the County of Guadalupe, Texas, to furnish all labor, supervision, services, materials, equipment, tools, transportation, insurance, permits and all incidentals necessary to construct a bridge on ZION HILL ROAD AT CANTAU CREEK as specified herein and in accordance with these bid documents

1.0 We hereby acknowledge receipt of Addenda. ( \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ).

2.0 We have carefully reviewed, and understand all bid documents, specifications and plans, examined the site in detail (optional, but recommended), and have acquainted ourselves with the existing and anticipated conditions that might affect the work, and accept the drawings and specifications as being satisfactory and adequate for the construction of said work.

3.0 We have carefully reviewed, and understand all bids are a firm fixed price based on specifications, herein attached no modifications or alternatives will be accepted.

4.0 If awarded the contract, we agree to begin work on June 2, 2016 and to complete all work ending on August 22, 2016 in compliance with time constraints due to road closure coinciding with local school districts summer break.

5.0 If awarded the contract, we will complete all work called for under the specifications on or before August 22, 2016. If the work is not completed by such time, we agree to pay to the County as liquidated damages, the sum of Two Hundred and Fifty Dollars and no/100 (\$250.00) for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the specifications.

6.0 Offeror agrees to perform all Work as described in the bid documents (includes specifications and drawings) for the Lump Sum of:

**LUMP SUM BID PRICE TO ACCOMPLISH BRIDGE ON ZION HILL ROAD AT CANTAU CREEK:**

**TOTAL BID:** \$ \_\_\_\_\_

BID PRICE (Fill out schedule of payments)

- |  |          |
|--|----------|
| 1. Mobilization                          | \$ _____ |
| 2. Remove Existing Structure             | \$ _____ |
| 3. Concrete Piers or Piling              | \$ _____ |
| 4. Concrete Abutments                    | \$ _____ |
| 5. Bridge Decking Complete W/Guard Rails | \$ _____ |

Guadalupe County reserves the right to accept or reject any or all bids and waive all technicalities.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid for the amount shown on the pricing sheet. By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PHONE NUMBER & EMAIL ADDRESS

\_\_\_\_\_  
DATE

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**CONTRACT SHEET**

This memorandum of agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between GUADALUPE County in the State of Texas (hereinafter designated County), acting herein by the County Judge, Kyle Kutscher, by virtue of an order of Guadalupe County Commissioners Court, and \_\_\_\_\_ (company name) (hereinafter designated Contractor).

WITNESSETH: The Contractor and the County agree that the bid and specifications for a roadway bridge which are hereto attached and made a part hereof, together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Date

Printed Name and Title of Signer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

The Commissioners Court of Guadalupe County, Texas does hereby agree to contract with \_\_\_\_\_ for contract for only materials, equipment, tools, services, labor, and supervision necessary to construct a bridge on ZION HILL ROAD AT CANTAU CREEK as specified herein and in accordance with these bid documents.

EXECUTED at SEGUIN, TEXAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

ATTEST:

\_\_\_\_\_  
KYLE KUTSCHER, COUNTY JUDGE

\_\_\_\_\_  
TERESA KIEL, COUNTY CLERK

P.O. Number \_\_\_\_\_ (Contract is not valid until this contract is signed and Purchase Order Issued.)



**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the following,  
who upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant, or their family, in connection with the submitted bid.

I further affirm, pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offerer, hereby affirms that Bidder/Offerer:

\_\_\_\_\_ Does not own taxable property in Guadalupe County; or

\_\_\_\_\_ Does not owe any ad valorem taxes to Guadalupe County or is not otherwise indebted to Guadalupe County.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for \_\_\_\_\_ County, Texas

Name of Bidder: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED**

**The County of Guadalupe does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.**

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**GUADALUPE COUNTY  
ZION HILL ROAD AT CANTAU CREEK – BID DOCUMENTS**

**GUADALUPE COUNTY**

**IMPORTANT**

**BIDDER'S / PROPOSER'S CHECKLIST**

Check off each of the following as the necessary action is completed.

- ☐ The prices have been checked.
- ☐ The VENDOR IDENTIFICATION has been completed and included in your bid package. (Page 1)
- ☐ The BID SUBMISSION FORM (Page 32) has been completed, signed, dated and included in your bid package.
- ☐ The CONTRACT (Page 33) with the County Commissioners has been completed, signed, dated and included in your bid package.
- ☐ The AFFIDAVIT (Page 34) signed and notarized and included in your bid package.
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE (Page 35-36) has been completed, signed, dated and included in your bid package.
- ☐ W-9 has been completed and included in your bid package (Attachment #)
- ☐ The ADDENDUM(S) (see Page 4 for instructions in the event of an addendum) has been completed, signed, dated and included in your bid package.
- ☐ The mailing envelope has been addressed to:  
  
County Judge Kyle Kutscher  
Guadalupe County  
211 West Court Street  
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and one (1) copy.
- ☐ The mailing envelope has been sealed and marked:
  - A. Bid or proposal number
  - B. Name of the bid or proposal
  - C. Opening date

**GUADALUPE COUNTY AUDITOR'S OFFICE WISHES TO THANK  
ALL VENDORS FOR THEIR PARTICIPATION.**

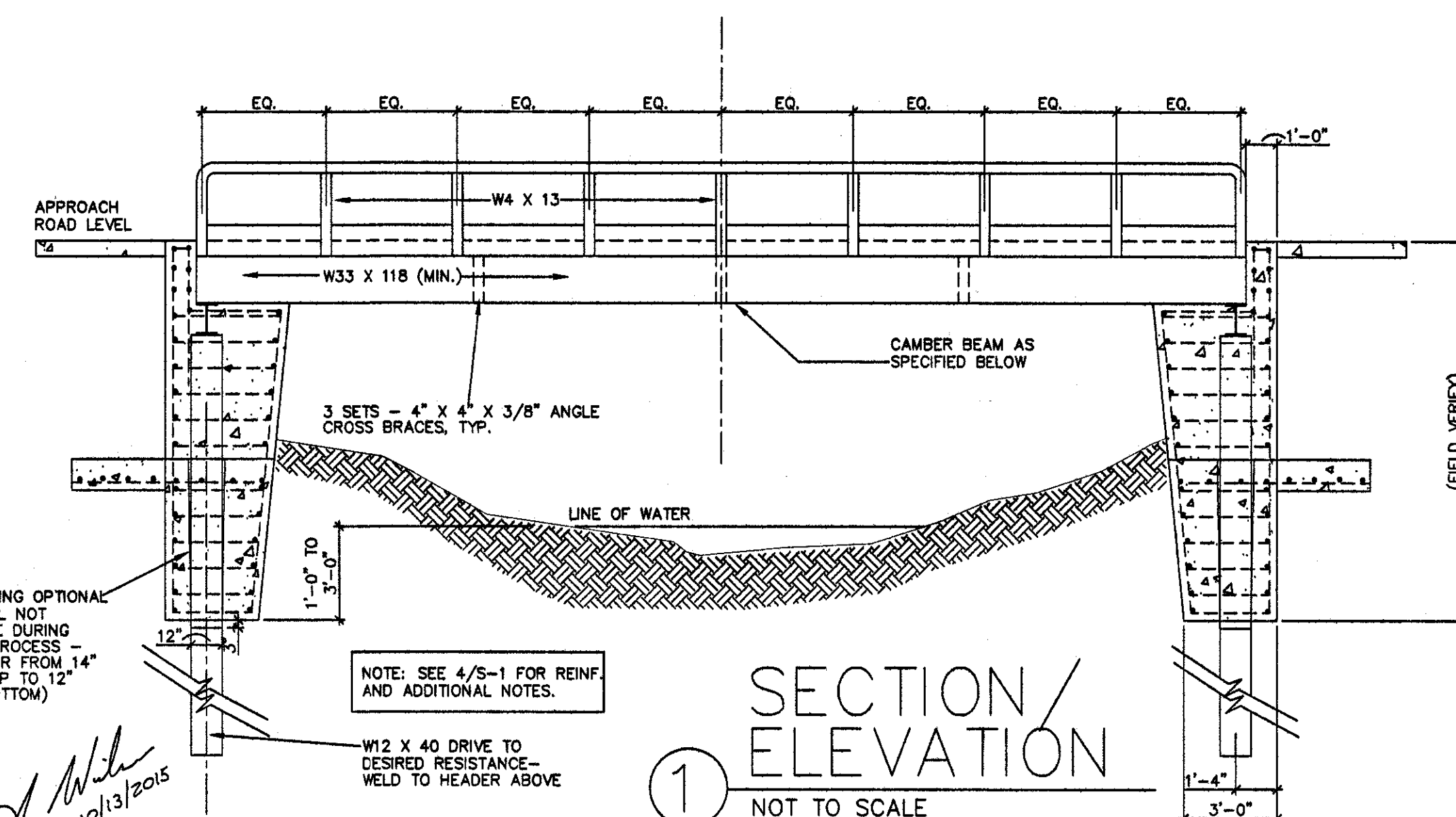
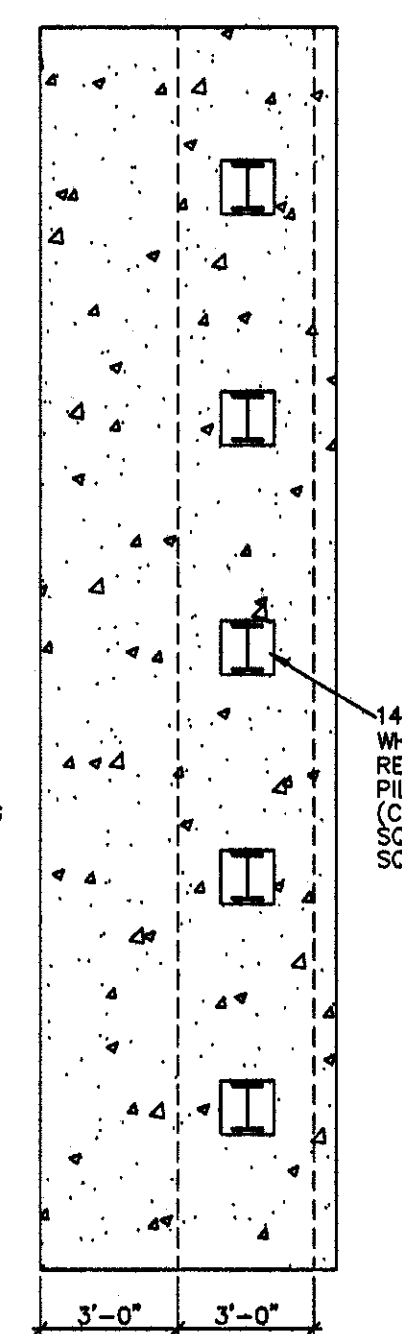
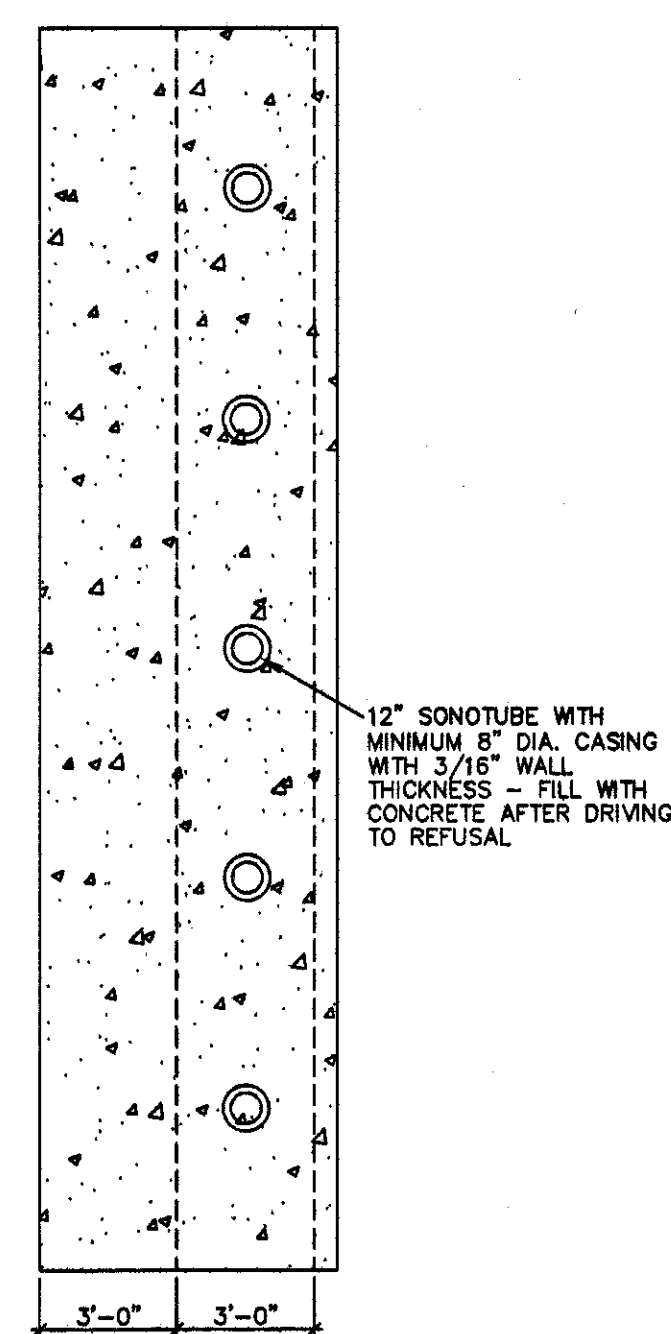
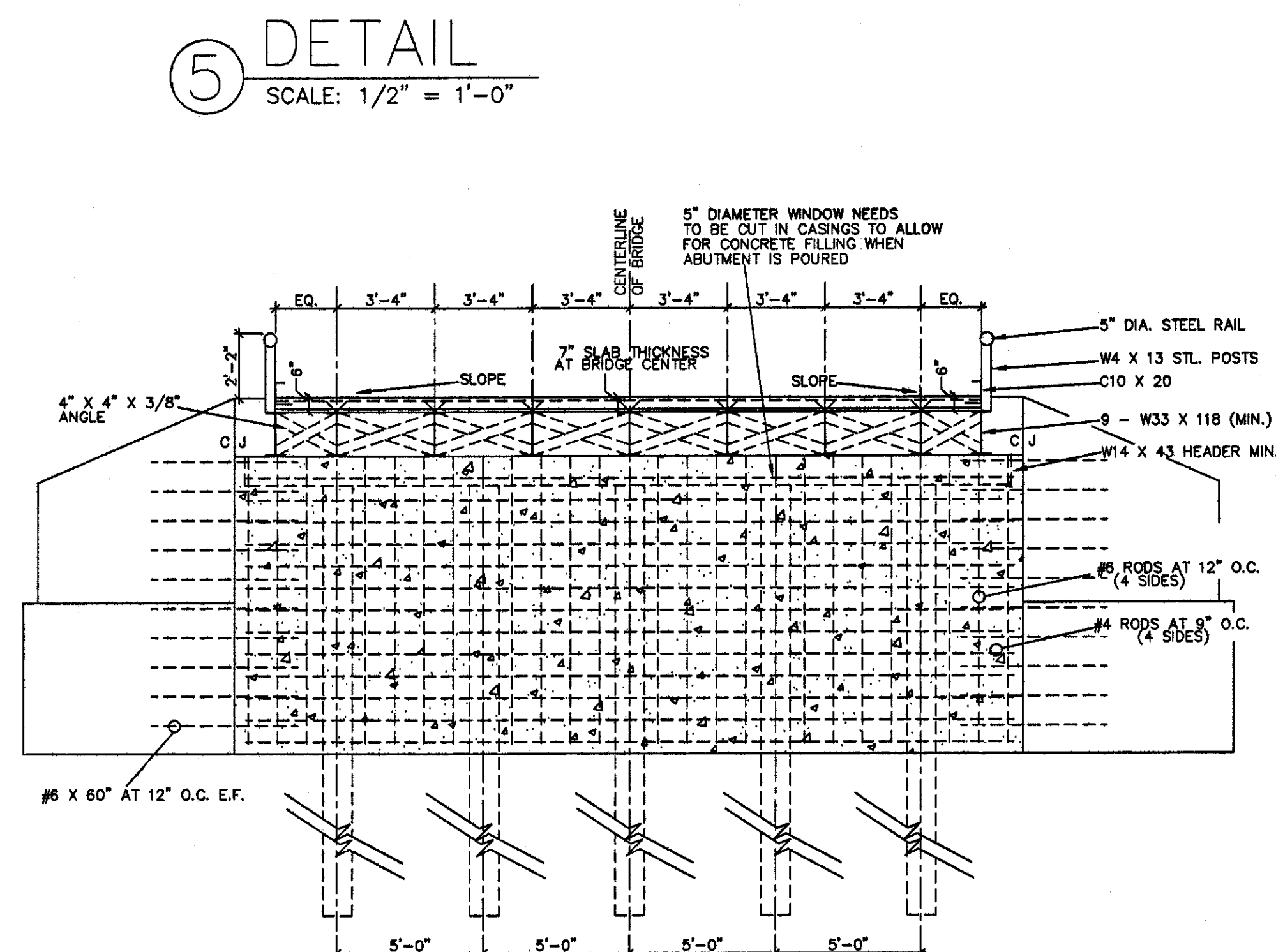
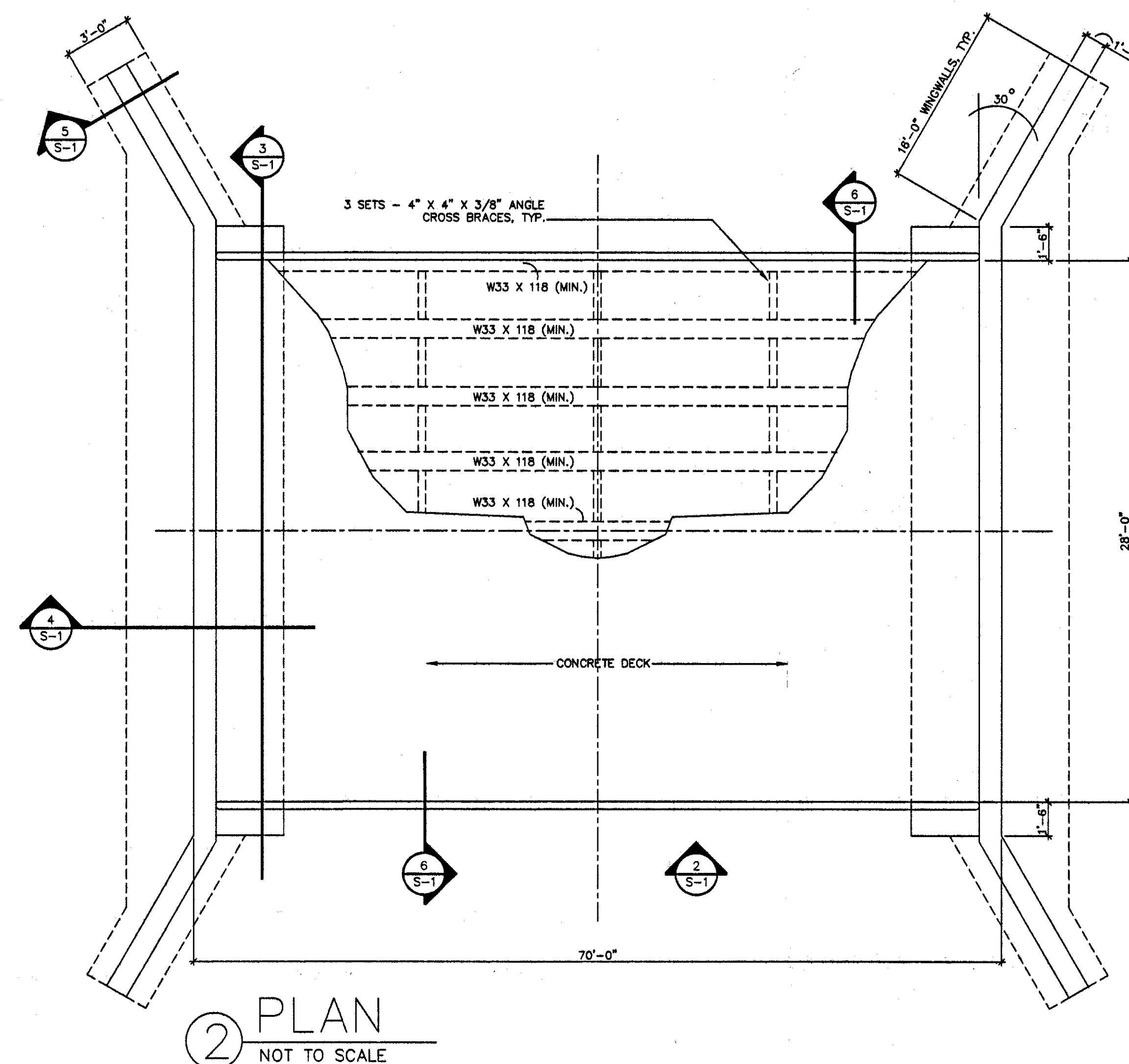
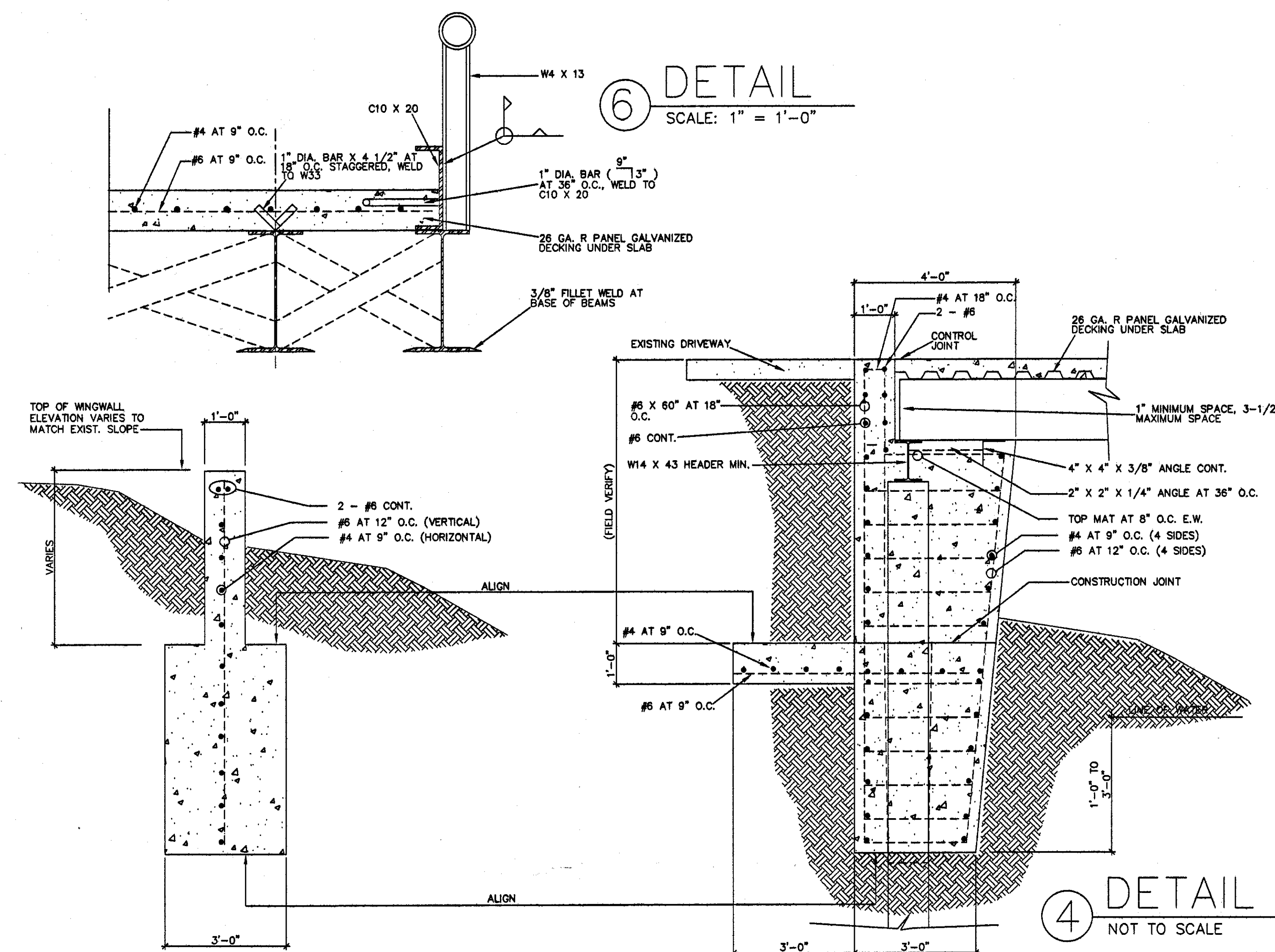
City of Seguin



Zion Hill Rd  
at Cantau Creek







#### GENERAL NOTES AND SPECIFICATIONS:

- CAMBER BEAMS 2 INCHES
- LIVE LOAD = HS20
- CONCRETE STRENGTH:  
FOUNDATION - 3,000 PSI @ 28 DAYS  
SLAB - 3,600 PSI @ 28 DAYS
- ALL STRUCTURAL SECTIONS AND PLATE STEEL SHALL BE A.S.T.M. A36-76 SUBJECT TO INSPECTION AND APPROVAL OF THE COUNTY. STRUCTURAL PIPE SHALL HAVE A MINIMUM YIELD POINT = 35,000 PSI. ALL MATERIALS SHALL BE TOP QUALITY SUBJECT TO INSPECTION AND APPROVAL OF THE COUNTY. ALL WORKMANSHIP SHALL CONFORM TO ACCEPTED GOOD PRACTICES. ALL STRUCTURAL STEEL CONNECTIONS SHALL BE FULL STRENGTH WELDED JOINTS. WELDING SHALL BE DONE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY REQUIREMENTS EXCEPT WHERE SHOWN OTHERWISE. REINFORCING STEEL FOR CONCRETE SHALL BE HIGH BOND BARS CONFORMING TO A.S.T.M. A-615. EXPOSED STRUCTURAL METAL SURFACES SHALL BE PAINTED WITH INORGANIC ZINC COATING.

NOTE:  
- USED BEAMS ARE ACCEPTABLE.

ISSUES AND REVISIONS			
I.	R.	DESCRIPTION	DATE
		PRELIMINARY	
		ISSUE	10-13-15

**ZION HILL AT  
CANTAU CREEK**

**GUADALUPE COUNTY  
ROAD AND BRIDGE SUPERINTENDENT:  
MARK GREEN**

**WILSON  
ENGINEERING  
COMPANY, PLLC**  
F-7678  
208 FOWLKES STREET  
SEALY, TEXAS 77474  
PHONE: 979-885-3344  
FAX: 979-885-3379  
www.wilsonengr.com

PROJ. ARCH. PROJ. NUMBER  
96-313

DRAWN BY CHECKED BY

TITLE  
**FOUNDATION  
DESIGN**

SHEET

S-1

OF SHEETS



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	<b>Guadalupe County Auditor's Office</b> <b>307 W. Court St. Suite 205</b> <b>Sequin, TX 78155</b>
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party. ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**