

**INVITATION FOR BID (IFB) #19-4998(2)
FORMING AND POURING CONCRETE WINGWALLS
(VARIOUS LOCATIONS)
GUADALUPE COUNTY
JULY 16, 2019**

BIDS DUE: THURSDAY, AUGUST 8, 2019 at 2:00PM CST.

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks Competitive Sealed Bids in response to this Invitation for Bid (IFB) for Forming and Pouring Concrete Wingwalls.

Competitive Sealed Bids must be submitted with **one (1) original, one (1) copy, and one electronic copy of the entire Bid on a flash drive.**

IMPORTANT DATES:

BID DUE DATE and TIME: Bids are due by 2:00 p.m. on Thursday, August 8, 2019.

Bids must be delivered by mail, express mail, or in person to:

Mailing Address:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155

All Bids must be in a sealed envelope clearly marked with Bid name, Bid number, and opening date in the lower left-hand corner of the envelope.

All questions and correspondence must be directed to the Purchasing Agent – Guadalupe County and submitted in writing via email to purchasing@co.guadalupe.tx.us.

Respondents shall restrict all contact with the County and direct all questions, in writing, via email, regarding this IFB, to the County's Purchasing Agent. **Do not contact members of the Commissioners' Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this IFB. Contact with any county employees regarding this IFB, after issuance of the IFB and before selection is made, will result in disqualification.**

Enclosed for your consideration is the IFB with all attachments. To be considered for this purchase, your firm must meet the qualifications and satisfy the requirements set forth in the IFB.

Bidder shall sign and date the Bid as requested on each page. Bids, which are not signed and dated in this manner, may be rejected.

Please note that all Bids must **be received at the designated location by the deadline shown**. Bids received after the deadline **will not be considered** for the award of the contract and shall be considered void and "Non-Responsive" in accordance with state law.

Guadalupe County is very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If your response to this IFB is a "No Bid" response, submit a "Statement of No Bid" stating your reason and any requirement of this IFB which may have influenced your decision.

Any interpretation of the IFB will be made only by IFB Amendment and or Addendum duly issued by the Purchasing Office. Guadalupe County reserves the right to accept or reject any or all Bids/ as it deems in its best interest and to waive any formalities.

It is the Bidders responsibility to verify the issuance of Addenda in regard to this Bid. All Addenda shall be made available to all known Bidders and shall be posted on the Guadalupe County Purchasing Website at:

<http://www.co.guadalupe.tx.us/purchasing/bids.php>.

Guadalupe County shall not be responsible for failed internet connections or power interruptions.

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I. INTRODUCTION

1. General Information

1.1.1 Guadalupe County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

1.1.2 Guadalupe County, which serves an area of 715 square miles, is located approximately one hundred miles inland from the Gulf of Mexico in south central Texas and is bounded by Comal, Hays, Caldwell, Gonzales, Wilson, and Bexar Counties. The population of the County has steadily grown from 64,873 in 1990 to 131,533 in 2010, with the U.S. Census Bureau estimating the County's current population at 155,265.

1.1.3 Inquiries/Questions concerning this Invitation for Bid (IFB) must be submitted in writing via email no later than **Thursday, August 1, 2019 at 2:00 p.m. (Central Standard Time)**. All inquiries must be directed to the Purchasing Agent at:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155
purchasing@co.guadalupe.tx.us

Note: It is the responsibility of the person submitting the inquiry to verify that the Purchasing Department has received inquiry.

1.1.4 Deadline for submitting Bids is Thursday, August 8, 2019, 2:00 p.m. (Central Standard Time). NOTE: The Time-Date Stamp Clock located in the Guadalupe County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of Bids. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

1.1.5 Submittals - One original (1), one (1) copy and one (1) electronic copy of the entire BID on a flash drive must be submitted in a sealed envelope clearly labeled with the Bid name, Bid number, and opening date in the lower left-hand corner of the envelope.

1.1.6 Acceptance - All Bids must include a statement that they are valid for a minimum period of sixty (60) days subsequent to the IFB closing date.

1.1.7 Security Deposit- Include with the Bid, a Bid Bond in the amount of not less than five(5%) percent in the form of a Bid Bond obtained from Surety or Insurance Companies that are duly licensed and or authorized in the jurisdiction in which the project is located. Only Bid Bonds will be accepted. Do not submit company checks or cashier's checks in place of Bid Bond.

1.1.8 Liquidated Damages: Bidder accepts the provisions of the Agreement as to liquidated damages of **Two Hundred and fifty dollars (\$250.00)** per day in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

1.1.9 Bonds: Awarded 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.

1.1.10 Late Bids - will not be considered. Each Bidder shall be solely responsible for ensuring that the County receives the Bid within the time limit indicated.

1.1.11 Non-appropriation - The County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Bidder written notice of cancellation and the County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

1.1.12 Costs – Costs related to preparation of a response shall be the responsibility of the Bidder. There is no expressed or implied obligation for Guadalupe County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Guadalupe County will not reimburse Bidders for these expenses.

1.1.13 Ownership of Bid – Each Bid shall become the property of Guadalupe County upon submittal and will not be returned to Bidders.

1.1.14 Right of Rejection - Guadalupe County reserves the right to reject any or all Bids submitted and to waive any informality in Bids received.

1.1.15 Clarification or Additional Information Requested - During the evaluation process, Guadalupe County reserves the right, where it may serve Guadalupe County's best interest, to request additional information or clarifications from Bidders, or to allow corrections of errors or omissions. At the discretion of Guadalupe County, firms submitting Bids may be requested to make oral presentations as part of the evaluation process.

1.1.16 Right of Retention - Guadalupe County reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected, provided that the information was not marked as "Proprietary and/or Confidential". Submission of a Bid indicates acceptance by the firm of the conditions contained in this IFB, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between Guadalupe County and the firm selected.

1.1.17 Award - it is anticipated that Guadalupe County Commissioners Court will award the contract for the Forming & Pouring Concrete Wingwalls on or before August 20, 2019, or as soon thereafter as possible.

1.2 General Contract Terms and Conditions

The parties, Guadalupe County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," "Bidder,"), hereby agree upon the following terms and conditions.

1.2.1 Contract - This Bid, submitted documents and any negotiations, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful Bidder and Guadalupe County. No different or additional terms will become a part of this contract with the exception of a Change Order.

1.2.2 Conflict of Interest - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

1.2.3 Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ) - Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

1.2.4 Equal Opportunity – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

1.2.5 Confidentiality - All information disclosed by Guadalupe County to the successful Bidder for the purpose of the work to be performed or information that comes to the attention of the successful Bidder during the course of performing such work is to be kept strictly confidential.

1.2.6 Proprietary Information and Texas Public Information Act – All material submitted to the County as part of the IFB shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the Bid, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.

1.2.7 Addenda - Any interpretations, corrections or changes to this IFB will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this Invitation for Bid, Bidder shall acknowledge receipt of all addenda with Bid submission.

1.2.8 Change Orders - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Commissioners Court.

1.2.9 Incorporation of Exhibits, Appendices and Attachments – All of the exhibits, appendices and attachments referred to herein are incorporated by reference as if set forth verbatim herein.

1.2.10 Assignment - The successful Bidder shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written consent of Guadalupe County Commissioners.

1.2.11 Venue - This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Guadalupe County, Texas.

1.2.12 Compliance with Laws – Guadalupe County and successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers’ Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above as specified.

1.2.13 IRS Form W-9 Request for Tax Payer Identification Number and Certification:

The IRS W-9 Form must be completed, signed and returned with the Bid response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.2.14 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 may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be submitted to the County as part of your Bid.

Information regarding how to complete the online form is available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.2.15 Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Bidder must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

1. “Boycott Israel” has the meaning assigned by Section 808.001.
2. “Company” has the meaning assigned by Section 808.001.
3. “Government entity” has the meaning assigned by Texas Government Code, Section 2251.001.

1.2.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. **Texas Government Code, Chapter 2252.152**, states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list

prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Bidder must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

1.2.17 Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a Company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

1.2.18 Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

1.2.19 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Guadalupe County.
- All insurance policies shall be furnished to Guadalupe County upon request.

The County requires that the Bidder awarded the contract maintain in force such insurance that will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

1.2.20 INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at their expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

1. Name Guadalupe County as additional insured, as its interests may appear.
2. Provide County a waiver of subrogation.

3. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
4. Provide the County a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Guadalupe County.**
5. Submit an original certificate of insurance reflecting coverage as follows:

Professional liability	Not Required
Automobile Liability:	\$1,000,000
Bodily Injury (Each person)	\$1,000,000
Bodily Injury (Each accident)	\$1,000,000
Property Damage	\$1,000,000
General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Excess Liability:	
Umbrella Form	\$1,000,000
Worker's Compensation:	Statutory (\$500,000)

1.2.21 Indemnification - Successful Bidder shall defend, indemnify and hold harmless Guadalupe County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work or any negligent act or omission or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Bid award. Successful Bidder shall pay any judgment with cost which may be obtained against Guadalupe County growing out of such injury or damages.

1.2.22 Termination of Contract - This contract shall remain in effect until contract expires, completion and acceptance of services or default. Guadalupe County reserves the right to terminate the contract immediately in the event the successful Bidder fails to:

Meet delivery or completion schedules, or otherwise perform in accordance with the accepted Bid. Breach of contract or default authorizes the County to award to another Bidder, purchase elsewhere and charge the full increase cost to the defaulting Bidder.

Either party may terminate this contract with a thirty (30) day written notice prior to either party stating cancellation. The successful Bidder must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to:

Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

1.2.23 Performance of Contract - 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 resulting contract award.

1.2.24 Invoices - Invoices shall be sent directly to the Guadalupe County Auditor's Office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. The invoices shall show:

- Firm name and address
- Purchase Order Number
- Name of receiving department
- Detailed breakdown of all charges for the services delivered, stating the applicable period of time
- Signature of County employee accepting delivery

1.2.25 Payment - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Payment requests must be submitted in accordance with the contracted payment schedule.

1.3 Award

1.3.1 CONTRACT PERIOD - The contract period is from August 20, 2019 through November 20, 2019.

1.3.2 LOCAL PREFERENCE- In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principal place of business is in the County and whose bid is within three percent of the lowest bid price received by the County from a bidder who is not a resident of the County, the County may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all bids.

1.3.3 FIRM PRICING - The contract will be awarded based on the "Unit Prices" that are most advantageous to the County. Bidders must state a firm price per unit of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the contract per the bid document. Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

1.3.4 AVAILABILITY - It is expressly understood and agreed that in case Guadalupe County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract

1.3.5 LOCATION - For items included on these bids that are not delivered, location will be an important factor in the evaluation of bids. Distance will be reviewed both from the aspect of potential projects for the County for the upcoming year and for the distance to the County Road and Bridge locations within the County.

1.3.6 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 with similar projects, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary personnel, facilities or equipment, previous performance, reputation, promptness, experience of personnel with similar projects, resumes of project managers, supervisors, quality and safety personnel and any factor which could reasonably be asserted as being relevant to successful performance.

1.3.7 PROTESTS - Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after Bid opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

1.3.8 CONTRACT ADMINISTRATION - Under this contract, the Road and Bridge Administrator, Guadalupe County, shall be the Contract Administrator/Project Manager with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The Contract Administrator/Project Manager will serve as liaison between Guadalupe County Commissioner's Court and the successful bidder.

1.3.9 Inter-local Participation - It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having or entering into an inter-local agreement with Guadalupe County.

1.3.10 Completion of Listed Locations - During the period of the contract, and based on the progression of the work performed, the County may choose to complete all six (6) locations or only a portion. The County is not obligated to complete a minimum number of locations. The Road & Bridge Administrator will make the determination on the number of locations to be completed.

II. SPECIFICATIONS

GENERAL SPECIFICATIONS INCLUDING CONSTRUCTION AND ERECTION SPECIFICATIONS

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", "Contractor" shall refer to the Contractor.
 - iii. "Plans"- Design, construction plans and specifications, prepared and furnished by M&S Engineering.

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.

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 vice 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, Contractor shall (at 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

- a) 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 CONSIDERATIONS

- a) DIMENSIONS - Per TxDOT PW-1 standard details for each concrete box sizing

4) MISCELLANEOUS

- a) EXCAVATION- Contractor to provide all excavation necessary to install wingwalls and footings. Excavated material not used for backfill shall be removed from site by county. County will assist with the excavation needed for wingwalls and footings on outer limits of box culverts.
- b) BACKFILL- If extra backfill is necessary, county shall provide suitable backfill material.
- c) 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 road closure will be provided by county.
- d) EARTHWORK - Transport acceptable excess excavated material to designated soil storage areas on site, stockpile or spread as directed.

END OF SECTION

SUMMARY OF WORK

Descriptive Summary of the Work: Forming and pouring concrete wingwalls and footings (upstream and downstream).

Identification: Various locations (see attachments)

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.

END OF SECTION

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. Contractor must submit a construction schedule to the Guadalupe County Project Manager within ten days of receiving the **Notice to Proceed**.

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

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 will 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

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 accepting 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 Red-Line, As Built Drawings** 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, , and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.

END OF SECTION

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.

Salvageable 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

SHORING AND BRACING

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

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

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 on Construction Schedule. 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 as per Construction Schedule. 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 exiting 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

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 owner and or utility company.

Protections: Protect structures, utilities, sidewalks, pavements, and other facilities in area of work.

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 provided in the Construction Schedule.

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.

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.

END OF SECTION

ATTACHMENT A:

**IFB# 19-4998(2) Forming & Pouring Concrete Wingwalls
(Various locations)
Guadalupe County**

BIDDER CERTIFICATION

 LEGAL NAME OF CONTRACTING COMPANY

 FEDERAL I.D. # (Company or Corporation)

 TELEPHONE NUMBER

 E-MAIL ADDRESS

 CONTACT PERSON

 TITLE

 COMPLETE MAILING ADDRESS

 CITY & STATE

 ZIP CODE

 COMPLETE STREET ADDRESS

 CITY & STATE

 ZIP CODE

CERTIFICATION

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this IFB package.

The undersigned agrees this Bid becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied him/her of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Bid.

The undersigned agrees if this Bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the IFB. The period for acceptance of this IFB will be sixty (60) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Guadalupe County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Guadalupe County prior to the official Bid opening.

By signing this Bid, Bidder guarantees, I do hereby declare that I have read the IFB in which our Bid is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the IFB.

 SIGNATURE

 DATE

 Typewritten or Printed Name

 Title

***This page must be page 1 of the Bid, or the Bid may be rejected.**

ATTACHMENT B

BID SUBMISSION FORM

PER UNIT BID PRICE TO FORM AND POUR CONCRETE WINGWALLS (VARIOUS LOCATIONS)

VENDOR NAME _____

TOTAL BID: \$ _____

Item	Unit Price
Mobilization/De-Mobilization	
Altwein Rd #1	\$ _____
Altwein Rd #2	\$ _____
Huber Rd #1	\$ _____
Huber Rd #2	\$ _____
Mill Creek Rd	\$ _____
Center Point Rd	\$ _____
Complete Wingwalls Upstream & Downstream	
Altwein Rd #1	\$ _____
Altwein Rd #2	\$ _____
Huber Rd #1	\$ _____
Huber Rd #2	\$ _____
Mill Creek Rd	\$ _____
Center Point Rd	\$ _____
<u>Total Cost</u>	\$ _____

ATTACHMENT C:**CONTRACT**

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

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.

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: _____

E-mail: _____ Phone No.: _____

The Commissioners Court of Guadalupe County, Texas does hereby agree to purchase Forming & Pouring Concrete Wingwalls (various locations) from _____ for the period between August 20, 2019 and November 20, 2019 inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2019.

APPROVED:

ATTEST:

KYLE KUTSCHER, COUNTY JUDGE

TERESA KIEL, COUNTY CLERK

ATTACHMENT D:**DISCLOSURE REQUIREMENTS**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers.

An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

A list of County officials is located at www.co.guadalupe.tx.us.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Complete a CIQ form and submit with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

ATTACHMENT E:**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING**

By submission of this Bid, the undersigned certifies that:

1. Neither the Bidder nor any of Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Bidder or potential Bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Bid or the Bid of any Bidder, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this Company's officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between Bid submission date and award by Guadalupe County.
3. No officer or stockholder of the Bidder is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Bidder as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

ATTACHMENT F:**INDEMNITY AGREEMENT**

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Bid, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

ATTACHMENT G:

SWORN VERIFICATION OF STATEMENT REGARDING:
ISRAEL BOYCOTT
AND
PROHIBITION ON CONTRACTING WITH A COMPANY
DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Bid. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

ATTACHMENT H:

W-9 REQUEST FOR TAXPAYER IDENTIFICATION

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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		
See Specific Instructions on page 3. Print or type.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here	Signature of U.S. person ► _____	Date ► _____
------------------	----------------------------------	--------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

ATTACHMENT I: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

At the time of submission of the solicitation to the County, the Business Entity must submit the completed Form 1295 with the Certification of Filing with their bid/Bid (i.e.: bid, IFB, RFQ, SOQ, etc.) to the County.

Attachment J:

ROAD LISTING/BOX CULVERT SUPPLEMENTAL SHEET

BOX CULVERT SUPPLEMENT SHEET ~ WINGS AND END TREATMENTS

© TxDOT September 2000 Revision: 12/7/2016, Bridge Division

[illegible]

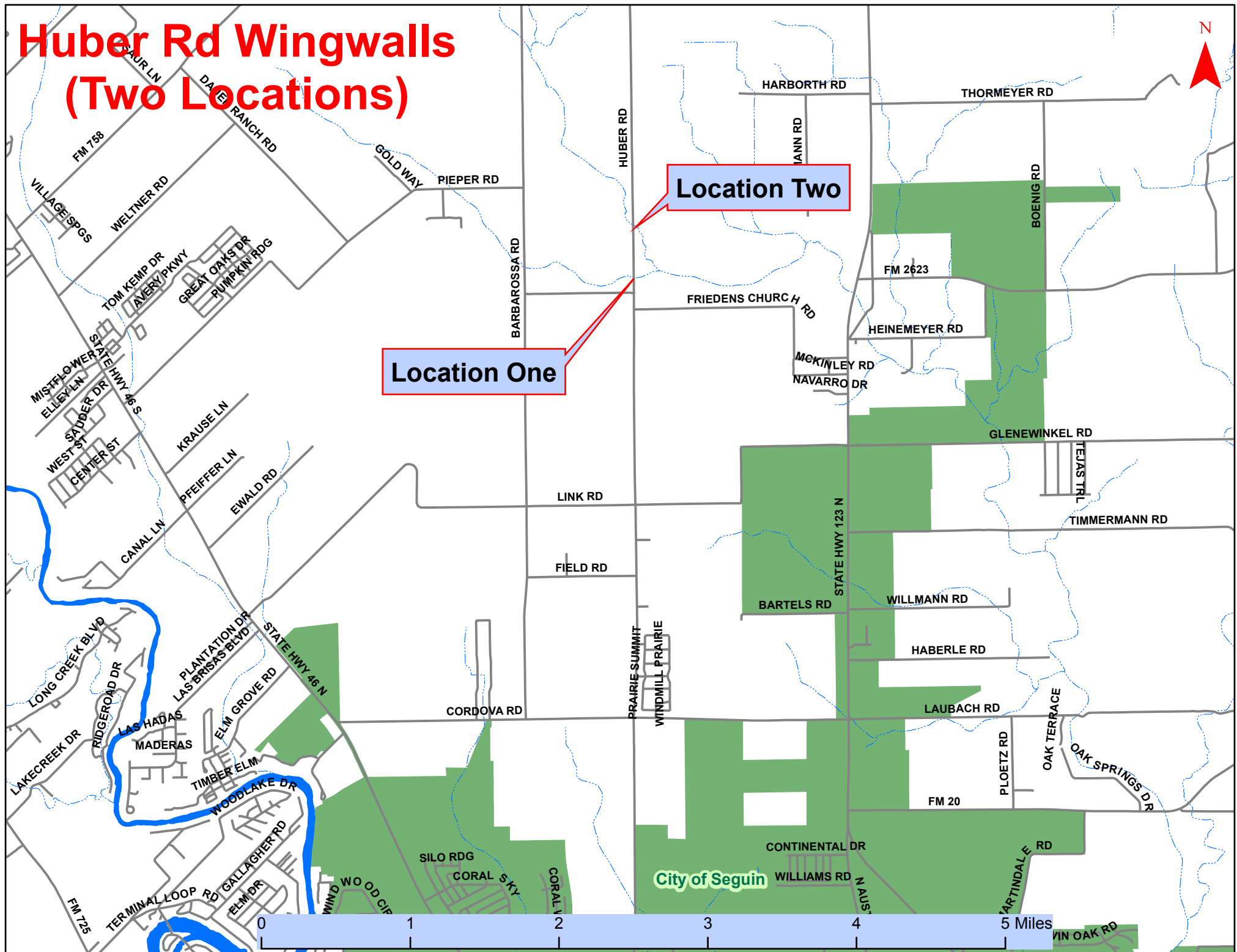
ATTACHMENT K:

MAPS

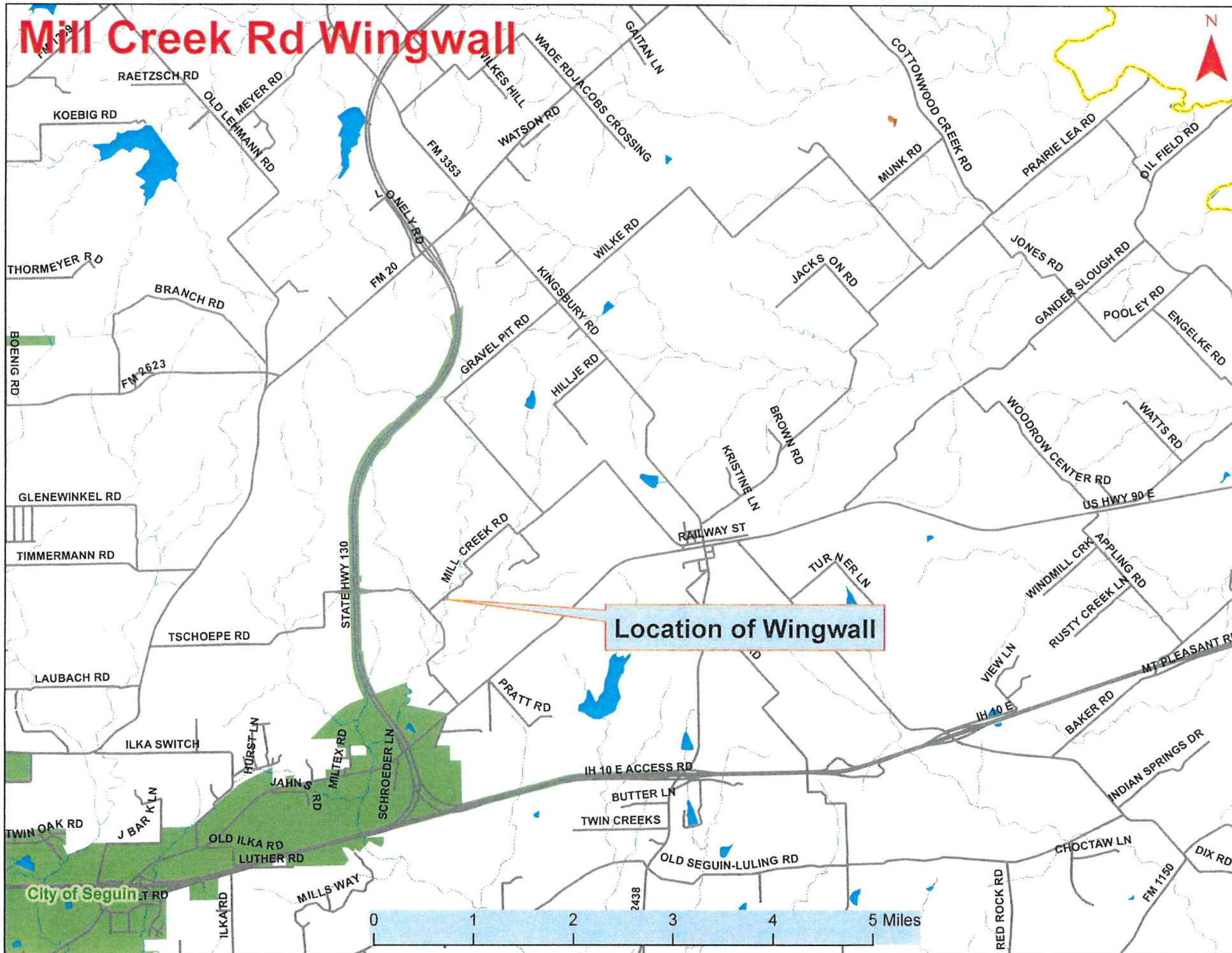
Altwein Ln Wingwalls (Two Locations)



Huber Rd Wingwalls (Two Locations)



Mill Creek Rd Wingwall



Center Point Rd Wingwall

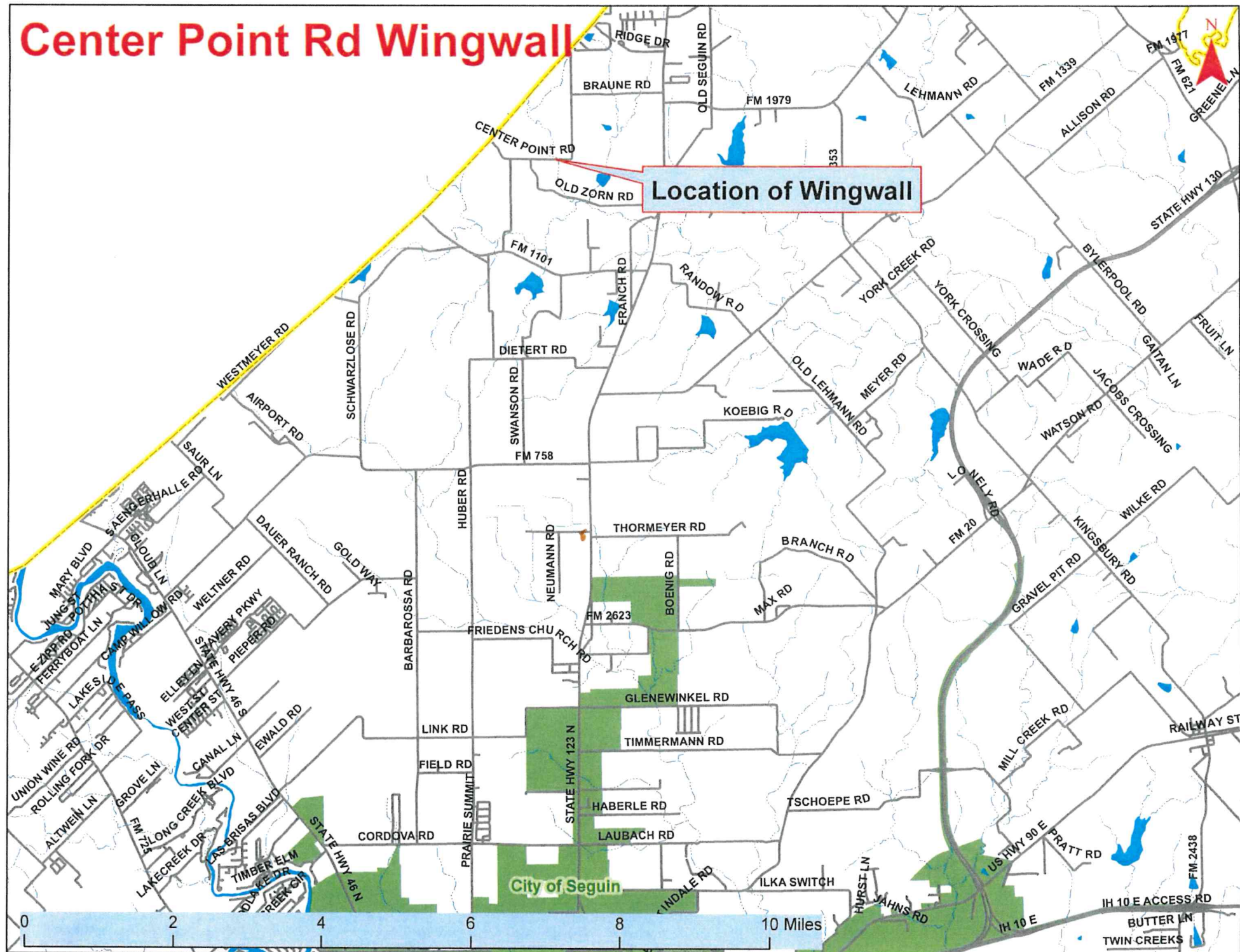


TABLE OF DIMENSIONS & REINFORCING STEEL
(Wings for One Structure End)

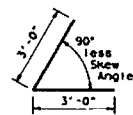
Dimensions					Variable Reinforcing		Estimated Quantities per ft of (2-Wings)	Estimated Quantities per ft of (1-Toewall)
Maximum Wingwall Height Hw	W	X	Y	Z	Bars J1	Bars J2	Reinf (LD/FT)	Reinf (CY/FT)
2'-0"	2'-10"	10"	1'-0"	0"	7#	4#	48.64	0.406
2'-5"	2'-10"	10"	1'-0"	0"	7#	4#	49.31	0.424
3'-0"	2'-10"	10"	1'-0"	0"	7#	4#	49.98	0.444
3'-5"	2'-10"	10"	1'-0"	0"	7#	4#	53.32	0.462
3'-6"	2'-10"	10"	1'-0"	0"	7#	4#	53.98	0.480
4'-0"	3'-2"	1'-2"	1'-0"	0"	7#	4#	55.77	0.532
4'-6"	3'-2"	1'-2"	1'-0"	0"	7#	4#	59.77	0.568
5'-0"	3'-9"	1'-7"	1'-2"	0"	7#	4#	63.45	0.632
5'-6"	3'-9"	1'-7"	1'-2"	0"	7#	4#	67.46	0.668
6'-0"	4'-4"	2'-0"	1'-4"	0"	7#	5#	60.67	0.730
6'-6"	4'-4"	2'-0"	1'-4"	0"	7#	5#	65.05	0.768
7'-0"	5'-0"	2'-3"	1'-9"	0"	8#	5#	92.15	0.864
7'-6"	5'-0"	2'-3"	1'-9"	0"	8#	5#	96.54	0.902
8'-0"	5'-6"	2'-8"	1'-10"	0"	8#	5#	139.04	0.962
8'-6"	5'-6"	2'-8"	1'-10"	0"	8#	5#	144.47	1.000
9'-0"	6'-0"	2'-10"	2'-0"	0"	9#	6#	156.93	1.136
9'-6"	6'-0"	2'-10"	2'-0"	0"	9#	6#	166.27	1.234
10'-0"	6'-5"	3'-0"	2'-5"	0"	9#	6#	230.13	1.438
10'-6"	6'-5"	3'-0"	2'-5"	0"	9#	6#	230.13	1.438
12'-0"	7'-8"	3'-9"	2'-11"	0"	9#	6#	283.41	1.592
13'-0"	8'-2"	4'-0"	3'-2"	0"	9#	6#	348.72	1.804
14'-0"	8'-10"	4'-5"	3'-5"	0"	9#	6#	432.94	2.046
15'-0"	9'-6"	4'-10"	3'-8"	0"	9#	6#	489.52	2.302
16'-0"	9'-11"	5'-0"	3'-11"	0"	9#	6#	505.72	2.448

TABLE OF WINGWALL REINFORCING (2-Wings)

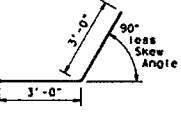
Bar	Size	No.	Spa
D1	#6	~	1'-0"
D2	#6	~	1'-0"
E1	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	~	8"
M1	#4	~	4"
P	#4	~	1'-0"
V	#4	~	1'-0"

TABLE OF TOEWALL REINFORCING

Bar	Size	No.	Spa
J3	#4	~	1'-0"
M2	#4	~	2"
E2	#4	~	1'-0"



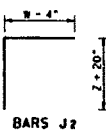
BARS D1



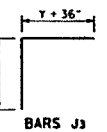
BARS D2



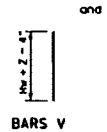
BARS J1



BARS J2



BARS J3



BARS V

WING DIMENSION CALCULATIONS:

Formulas: (All values are in Feet)

$$Hw = H + T + C$$

$$Lw = (Hw) (SL) + \text{Cosine } \theta \text{ for Ty PW-1}$$

$$= (Hw - 1') (SL) + \text{Cosine } \theta \text{ for Ty PW-2 and } Hw \geq 4'$$

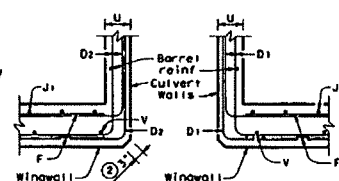
$$= (Hw - 0.5') (SL) + \text{Cosine } \theta \text{ for Ty PW-2 and } Hw < 4'$$

For Cast-in-place culverts:
 $Lw = [(N) (S) + (N + 1) (U)] + \text{Cosine } \theta$

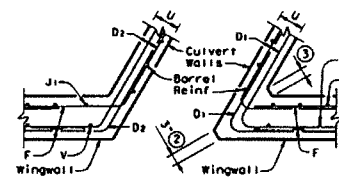
For Precast culverts:
 $Lw = [(N) (2 U + S) + (N + 1) (0.5' U) + \text{Cosine } \theta$
 Total Wingwall Area (Two Wings - SF)
 = (2) (Hw) (Lw) for Ty PW-1
 = (2) (Hw) (Lw) - 6 SF for Ty PW-2 and $Hw \geq 4'$
 = (2) (Hw) (Lw) - 1.5 SF for Ty PW-2 and $Hw < 4'$

Hw = Height of Wingwall
 Lw = Length of Wingwall
 T = Culvert Toewall Length
 N = Number of Culvert Spans
 SL = Channel Slope ratio. (Horizontal: 1 Vertical, Usual value is 2:1)
 U = Culvert Skew

See applicable box culvert standard for S, H, T and U values.



SECTION C-C



SECTION C-C

- Skew Angle = 0°
- At discharge end, chamfer may be 1/4".
- For 15° Skew = 1"
For 30° Skew = 2"
For 45° Skew = 3"
- Quantities shown are for two Type PW-1 wings. Adjust concrete volume for Type PW-2 wings. To determine estimated quantities for two wings, multiply the tabulated values by Lw. Quantities shown do not include weight of Bars 0.
- Provide weepholes for Hw = 5'-0" and greater. Fill around weepholes with coarse gravel.
- Extend Bars E2 1'-6" minimum into the wingwall footing.
- Lab Bars M1 1'-6" minimum with Bars M2.
- Bars G equally spaced at 8" maximum, place as shown. Provide at least two pair Bars G per wing.
- 0" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs rather than 1'-0", refer to ECD standard. For structures with 16 bridge rail, refer to 16-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.
- For vehicle safety, the following requirements must be met:
 - For structures without bridge rail, curbs cannot project more than 3" above finished grade.
 - For structures with bridge rail, build curbs flush with finished grade.
 Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
- 1'-0" typical. 2'-0" typical when RAC standard is referenced elsewhere in the plans.
- 3'-0" for Hw < 4'.
- 6" for Hw < 4'.

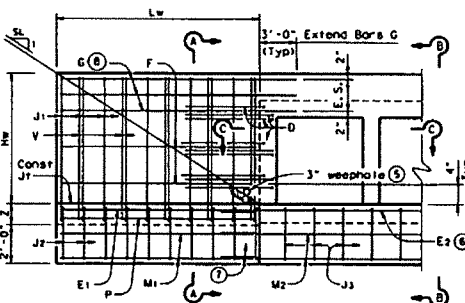
GENERAL NOTES:

Designed in accordance with AASHTO LRFD Bridge Design Specifications.
 Provide Class "C" Concrete (f'c = 3,600 psi Min) and Grade 60 reinforcing steel.
 Provide 1/2" Min clear cover to reinforcing steel.
 Depth of toewalls for wingwalls and culverts may be reduced or eliminated when founded on solid rock, when directed by the Engineer.
 See BCS sheet for wingwall type and additional dimensions and information.
 The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for the Contractor's information only.

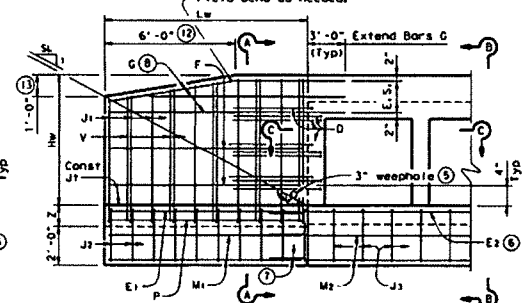
DESIGNER NOTES:

Type PW-1 can be used for all applications and must be used if railing is to be mounted to the wingwall.
 Type PW-2 can only be used for applications without a railing mounted to the wingwall.

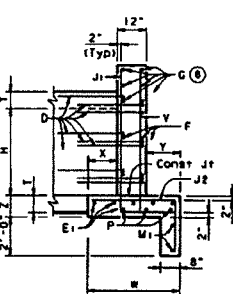
PARTIAL ELEVATION - PW-1



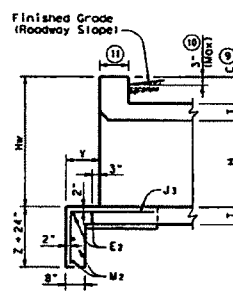
PARTIAL ELEVATION - PW-2



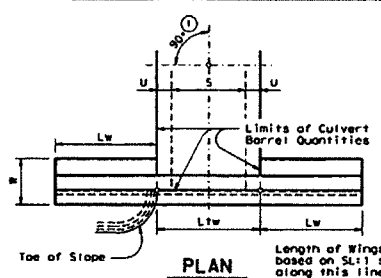
SECTION A-A



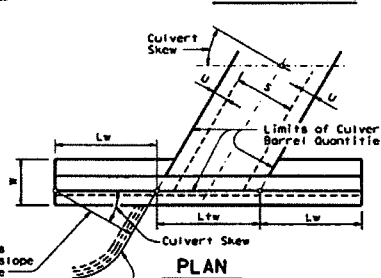
SECTION B-B



DETAILS FOR NON-SKEWED BOX CULVERTS

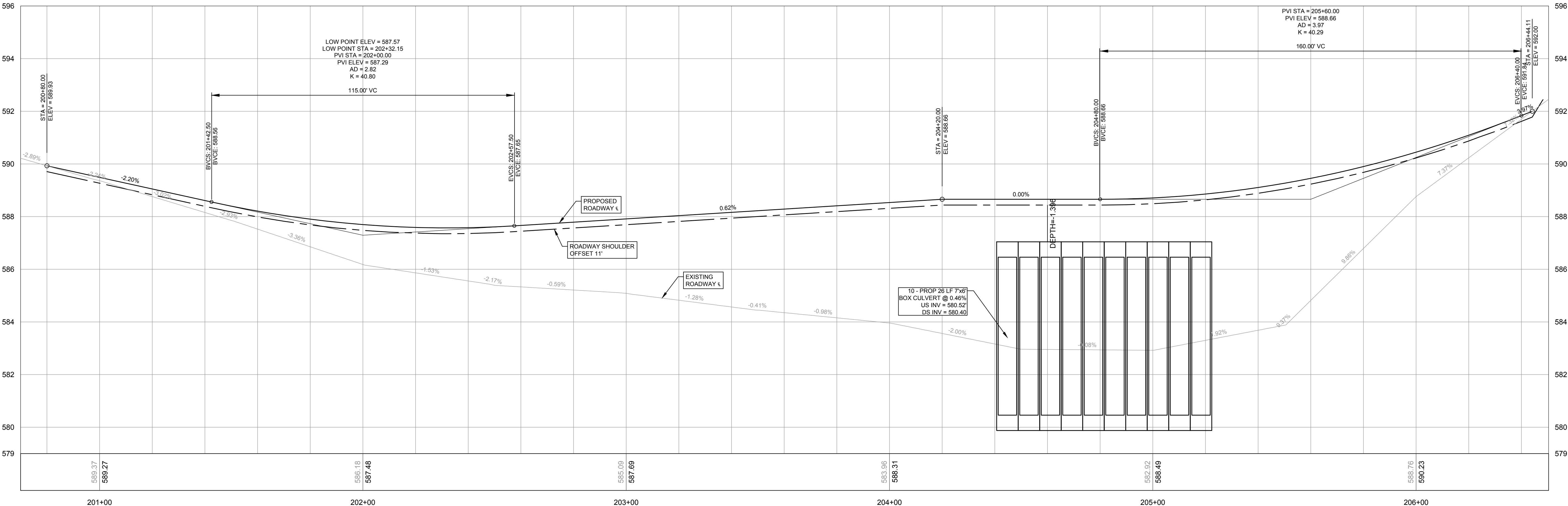
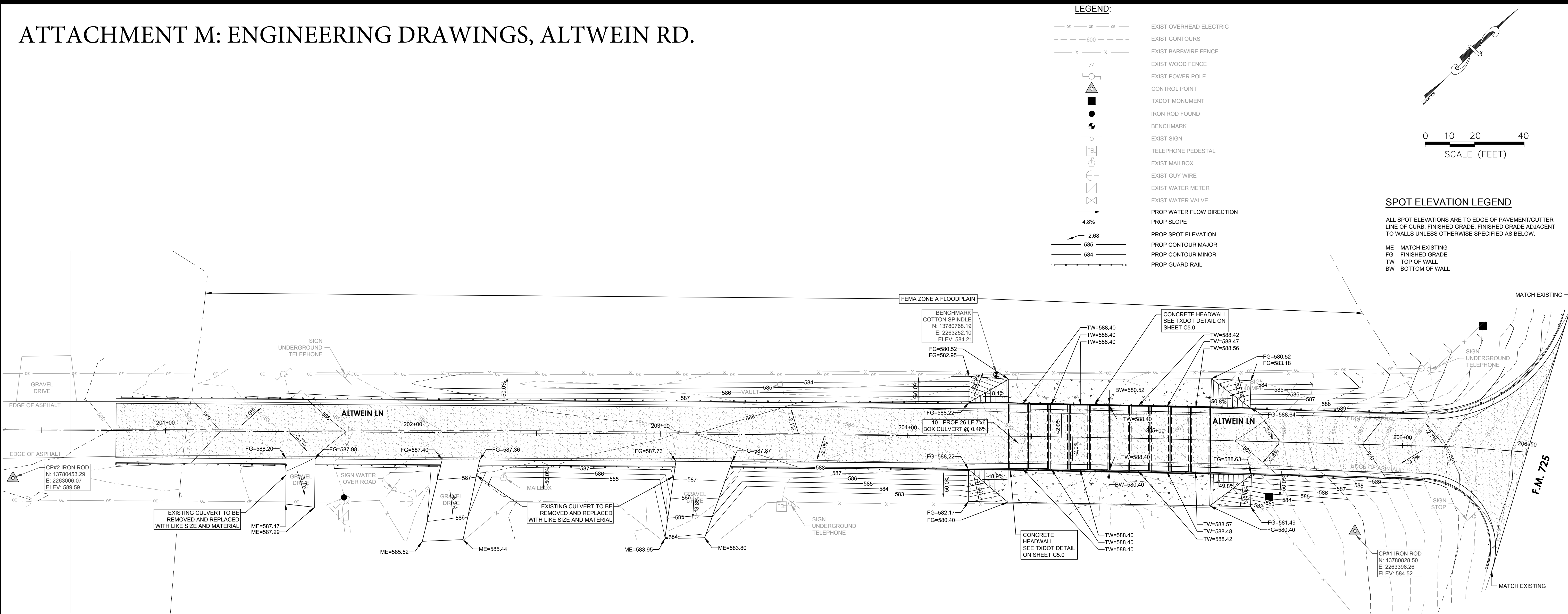


DETAILS FOR SKEWED BOX CULVERTS



Texas Department of Transportation		Bridge Division Standard	
CONCRETE WINGWALLS WITH PARALLEL WINGS FOR BOX CULVERTS			
TYPES PW-1 AND PW-2			
PW			
DATE	DESIGNED BY	IN CHARGE	IN CHARGE
02/01/2010	02/01/2010	02/01/2010	02/01/2010
REVISED	REVISED	REVISED	REVISED
02/01/2010	02/01/2010	02/01/2010	02/01/2010
02/01/2010	02/01/2010	02/01/2010	02/01/2010

ATTACHMENT M: ENGINEERING DRAWINGS, ALTWEIN RD.



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (850) 228-5446

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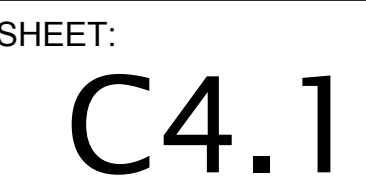
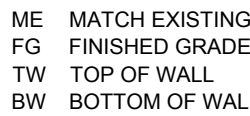
ALTWEIN ROAD DRAINAGE

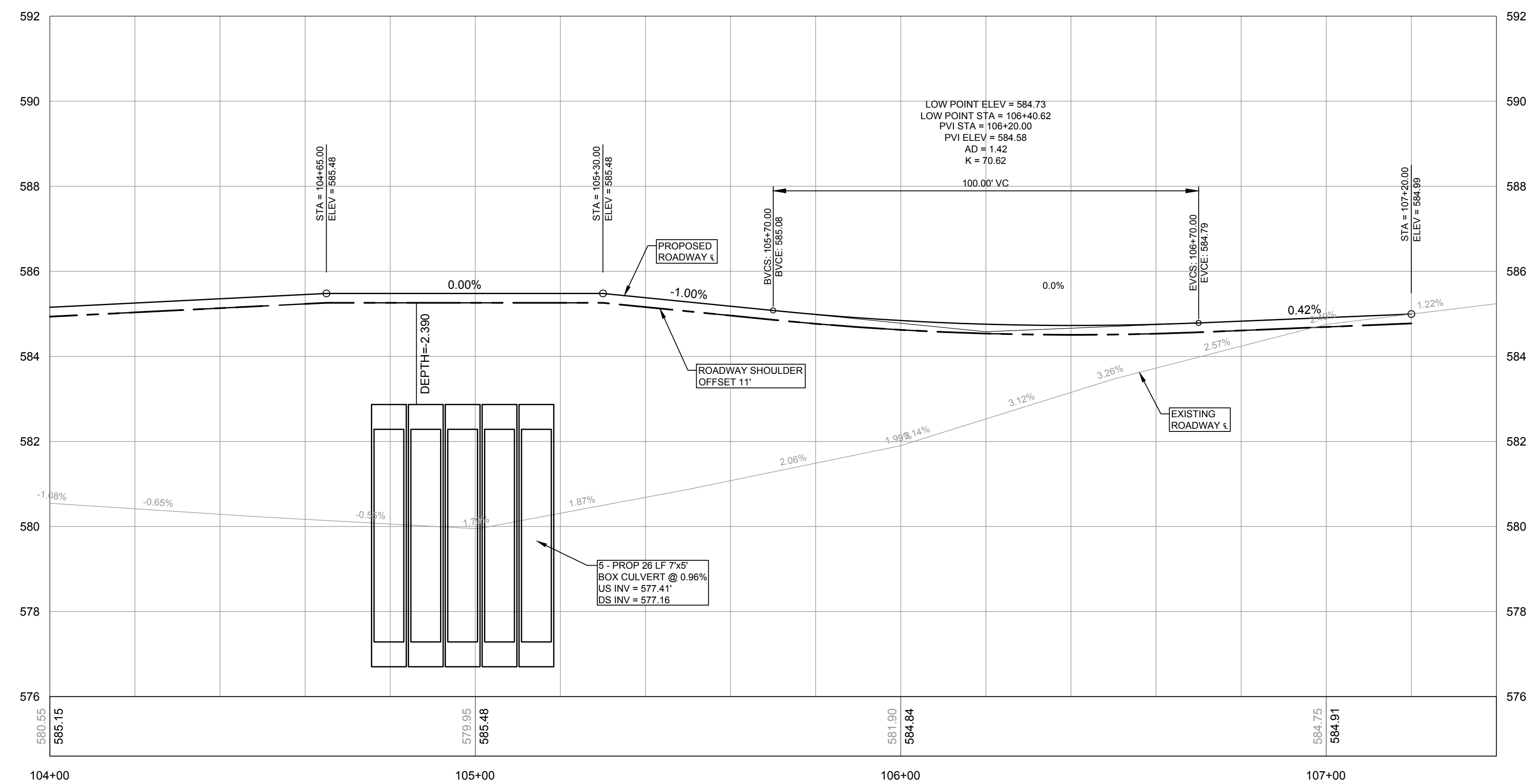
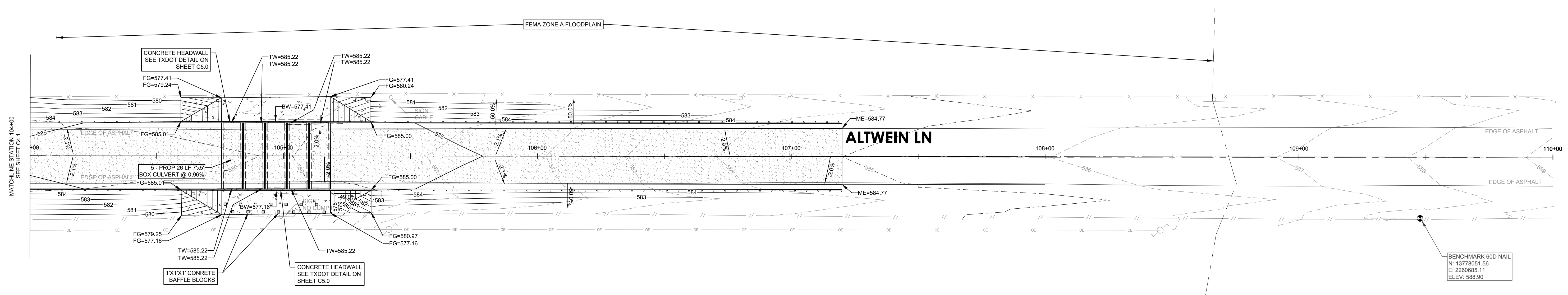
PROPOSED PLAN AND PROFILE

1ST CROSSING

JOB: 7017GUADCO.002
DATE: 2018-11-13
DRAWN: TN PM:
DESIGN: BA DM:
PEER: LK OTHER:
REVISIONS:
DELTA | DESCRIPTION | DATE

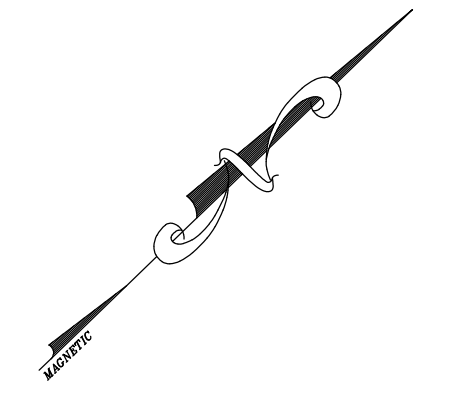
SHEET:
C4.0





LEGEND:

- | | |
|------------------|---------------------------|
| — 00 — 00 — 00 — | EXIST OVERHEAD ELECTRIC |
| — 600 — | EXIST CONTOURS |
| — X — X — | EXIST BARBWARE FENCE |
| — // — | EXIST WOOD FENCE |
| — () — | EXIST POWER POLE |
| — (▲) — | CONTROL POINT |
| — (■) — | TXDOT MONUMENT |
| — (●) — | IRON ROD FOUND |
| — (⊙) — | BENCHMARK |
| — (○) — | EXIST SIGN |
| — (TEL) — | TELEPHONE PEDESTAL |
| — (M) — | EXIST MAILBOX |
| — (—) — | EXIST GUY WIRE |
| — (□) — | EXIST WATER METER |
| — (X) — | EXIST WATER VALVE |
| — → — | PROP WATER FLOW DIRECTION |
| 4.8% | PROP SLOPE |
| 2.68 | PROP SPOT ELEVATION |
| 585 | PROP CONTOUR MAJOR |
| 584 | PROP CONTOUR MINOR |
| — () — | PROP GUARD RAIL |



SPOT ELEVATION LEGEND

ALL SPOT ELEVATIONS ARE TO EDGE OF PAVEMENT/GUTTER
LINE OF CURB, FINISHED GRADE, FINISHED GRADE ADJACENT
TO WALLS UNLESS OTHERWISE SPECIFIED AS BELOW.

ME MATCH EXISTING
FG FINISHED GRADE
TW TOP OF WALL
BW BOTTOM OF WALL

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25 Jun 2019
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PURPOSES.

ALTWEIN ROAD DRAINAGE

JOB: 7017GUADCO.002		
DATE: 2018-11-13		
DRAWN: TN	PM:	
DESIGN: BA	DM:	
PEER: LK	OTHER:	
REVISIONS:		
DELTA	DESCRIPTION	DATE



SHEET:
C4.2

CORNER OPTION "A"

CORNER OPTION "B"

Figure 1: Typical cross section of a pile cap. The diagram shows a cross-section of a pile cap with a central rectangular opening. Dimensions include a minimum width of 6 inches, a maximum width of 2 inches, and a minimum depth of 1/2 inch. Reinforcement is shown with top bars labeled A52(top) and bottom bars labeled A53(bottom). A note indicates "Outer cage circumferential reinforcement at pile end".

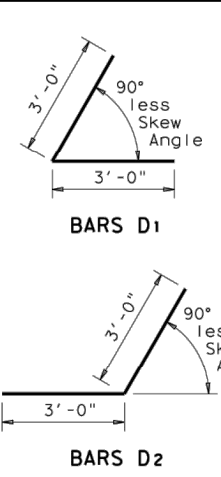
GENERAL NOTES:
 Designs shown on this sheet.
 Refer to ASTM C 1208 for details not shown.
 All concrete shall be with a minimum compressive strength of 5,000 psi.
 See SCP-MD standard details and notes.
 In lieu of further details on this sheet, the alternate design shall be the box design for the table. Shop drawings shall be submitted for "Precast Concrete (Fabrication)".

 HL 93 LOADING				Bridge Division Standard		
SINGLE BOX CULVERTS PRECAST 7'-0" SPAN						
SCP-7						
FILE#	SCP07015.dgn	DATE	GAF	EX. LRW	EX. BWH/TADOT	EX. GAF
 TADOT	February 2010	CONF	DECT	ADR		HANAWAY
REVISIONS						
		ENST		COUNTY		SHEET NO.

[illegible]

Bar	Size	No.	Spa.
D1	#6	~	1'-0"
D2	#6	~	1'-0"
E1	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	~	8"
M1	#4	4	~
P	#4	~	1'-0"
V	#4	~	1'-0"

TABLE OF TOEWALL REINFORCING			
Bar	Size	No.	Spa.
J3	#4	~	1'-0"
M2	#4	2	~
E2	#4	~	1'-0"



WING DIMENSION CALCULATIONS:

Formulas: (All values are in Feet)

$Hw = H + T + C$
 $Lw = (Hw) (SL) \div \text{Cosine } \theta$ for Ty PW-1
 $(Hw - 1') (SL) \div \text{Cosine } \theta$ for Ty PW-2 and $Hw \geq 4'$
 $(Hw - 0.5') (SL) \div \text{Cosine } \theta$ for Ty PW-2 and $Hw < 4'$

For Cast-in-place culverts:

$Ltw = [(N) (S) + (N + 1) (U)] \div \text{Cosine } \theta$

For Precast culverts:

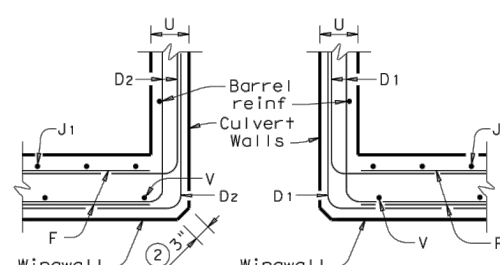
$Ltw = [(N) (2 U + S) + (N + 1) (0.5') \div \text{Cosine } \theta$
 Total Wingwall Area (Two Wings - SF)
 (2) (Hw) (Lw) for Ty PW-1
 (2) (Hw) (Lw) $\div 6$ for Ty PW-2 and $Hw \geq 4'$
 (2) (Hw) (Lw) $\div 1.5$ SF for Ty PW-2 and $Hw < 4'$

Hw = Height of Wingwall
Lw = Length of Wingwall
Ltw = Culvert Toewall Length
N = Number of Culvert Spans
SL:1 = Channel Slope ratio, (Horizontal: 1 Vertical,
Usual value is 2:1)
 θ = Culvert Skew

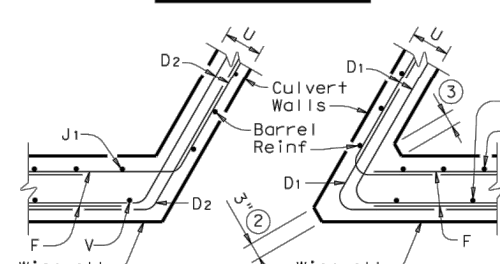
See applicable box culvert standard for S, H, T
and U values.

Diagram illustrating the reinforcement distribution for a T-section (Section C-C). The diagram shows the cross-section of a culvert wall and wingwall. Key dimensions and components are labeled:

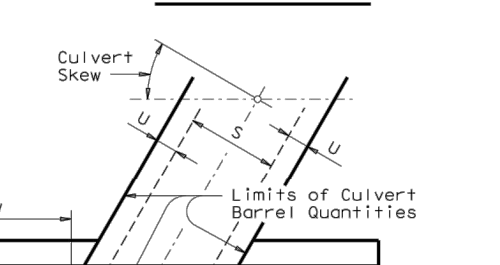
- U**: Width of the top flange.
- Dz**: Depth of the top flange.
- V**: Width of the web.
- D1**: Depth of the web.
- Barrel reinforcement**: Reinforcement bars in the top flange.
- Culvert Wallis**: Reinforcement bars in the web.
- Wingwall**: Reinforcement bars in the wingwall.
- SECTION C-C**: The section line through the T-section.



SECTION C-C



SECTION C-C



WITH PARALLEL WINGS FOR
BOX CULVERTS
TYPES PW-1 AND PW-2

GENERAL NOTES:
Designed in accordance with AASHTO LRFD Bridge Design Specifications.
Provide Class "C" Concrete ($f'_c = 3,600$ psi Min) and Grade 60 reinforcing steel.
Provide 1/4" clear cover to reinforcing steel.
Depth of rebar for wingwalls and culverts may be reduced or eliminated when founded on solid rock, when directed by the Engineer.
See BCS sheet for wingwall type and additional dimensions and information.
Quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for the Contractor's information only.

DESIGNER NOTES:
Type PW-1 can be used for all applications and must be used if railing is to be mounted to the wingwall.
Type PW-2 can only be used for applications without a railing mounted to the wingwall.

[illegible]


Texas Department of Transportation

Bridge
Division
Standard

CONCRETE WINGWALLS WITH PARALLEL WINGS FOR BOX CULVERTS TYPES PW-1 AND PW-2

PW

FILE: www.tdot.state.tx.us

 February 2010

revised

11-00 Reinforcing Quantities

11-02 PW-1 & PW-2

ONE: G&F TWO: CAT THREE: T&D FOUR: G&F

FIVE: BEST SIX: JOB SEVEN: HISTORY

EIGHT: COUNTY

NINE: SHEET NO.

PROPOSED FLEXIBLE PAVEMENT SECTION CROSSING 2
N.T.S.