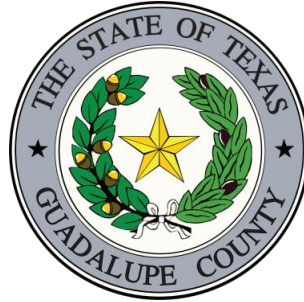




**INVITATION FOR BID (IFB) #26-02
STAGECOACH ROAD OVERLAY PROJECT, PHASE 1
GUADALUPE COUNTY
SEPTEMBER 30, 2025**

BIDS DUE: OCTOBER 28, 2025 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 Road Overlay/Construction Project, Phase 1.

Competitive Sealed Proposals must be submitted electronically or hard copy with ***one (1) original and one (1) electronic copy of the entire Proposal on a flash drive.***

IMPORTANT DATES:

QUESTIONS DEADLINE: OCTOBER 14, 2025, at 2:00 PM CST.

BID DUE DATE and TIME: OCTOBER 28, 2025, at 2:00 PM CST.

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

Guadalupe County prefers that Offerors submit Proposals electronically at:
<https://www.bidnetdirect.com/texas/guadalupecounty>.

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 or related services. Contact with any county employee or elected official regarding this IFB, after issuance of the RFP 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.

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.

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.

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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 **October 14, 2025, at 2:00 p.m. CST (Central Standard Time)**. All inquiries must be directed to the Purchasing Agent at:

Purchasing Agent - Guadalupe County
215 S. Milam Street
Seguin, Texas 78155
purchasing@guadalupetx.gov

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 **October 28, 2025, at 2:00 p.m. CST (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: 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.

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.

1.1.5.1 Guadalupe County prefers that Offerors submit proposals electronically at:
<https://www.bidnetdirect.com/texas/guadalupecounty>.

If submitting an electronic response, Offeror is not required to submit in hard copy format; however, Offeror is responsible to confirm solicitation has uploaded to the County's BIDNET site. County will not accept any late electronic responses because submission did not upload before the Deadline for

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

For registration and instructions go to Vendor Registration or contact BIDNET DIRECT Vendor support at <https://www.bidnetdirect.com/texas/guadalupecounty>

BIDNET DIRECT - Vendor Support will help you register. Monday-Friday from 8:00 am to 8:00 pm EST. If you need help registering, please call the support department at BidNet Direct toll free 1-800-835-4603 – option 2. There is no cost for you to register and retrieve bid documents. For convenience you may select the option in which your company will receive emails once Guadalupe County, or any other participation agency, has a bid opportunity that matches your company's business.

Hard copy proposals must submit **one (1) original and one (1) electronic copy of the entire Proposal on a flash drive.**

Hard copy proposals must be delivered by mail, express mail, or in person to:

Mailing Address:

Purchasing Agent - Guadalupe County
IFB 26-02
215 S. Milam Street
Seguin, Texas 78155

Hard copy proposals must be in a sealed envelope clearly marked with the name of the Company, Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

1.1.5.2. Receipt and Opening of Bids / Proposals:

To ensure the identification, security, and confidentiality of electronic bids or proposals, electronic bids/proposals received before the due date/time will be held in secure storage in the County's third party free vendor registration/bidding service "Bidnet Direct" until such time as they are electronically opened on the due date/time for said bid/proposal.

To ensure the identification, security, and confidentiality of hard copy bids or proposals, all hard copy bids/proposals received before the due date/time will be held in a secure storage in the Purchasing Agent's office.

Regardless of hard copy or electronic submission, all bids/proposals will be opened at the same time after the due date and time.

1.1.6 Acceptance - All Bids must include a statement that they are valid for a minimum period of ninety (90) 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.

1.1.8 Liquidated Damages- Bidder accepts the provisions of the Agreement as to liquidated damages of **Five Hundred dollars (\$500.00)** per calendar 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.

1.2 General Contract Terms and Conditions- The parties, Guadalupe County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as “County”) and the vendor (hereinafter referred to as “Vendor” or “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. Any interpretation of the IFB will be made only by IFB Amendment and or Addendum duly issued by the Purchasing Office. **It is the Bidders responsibility to verify the issuance of Addenda in regard to this Bid.**

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/filinginfo/1295/>.

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 – See attachment F.

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 thirty (30) days 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 for one year effective the date Commissioner's Court awards the contract.

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 principle 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- All of the items listed are to be on a “per unit” basis, stating a firm price per unit or unit quantity 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- See bid specifications.

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, 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.

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 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.

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.

**GENERAL SPECIFICATIONS INCLUDING
CONSTRUCTION SPECIFICATIONS**

II. SPECIFICATIONS

2.1 GENERAL- Refer to ATTACHMENT K: DRAWINGS

2.2 THE WORK:

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **STAGECOACH ROAD OVERLAY PHASE 1** project which consists of **2" Asphalt Overlay of Roadway**.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **STAGECOACH ROAD, APPR 2000 LF EAST OF FM 465 TO APPR 100 LF EAST OF NICKERSON FARMS ROAD**.

2.3 CONTRACT TIMES

Contract Times

The Work will be substantially complete within **[75 calendar days]** days after the Effective Date of the Contract and completed and ready for final payment within **[90 calendar days]** days after the Effective Date of the Contract.

Liquidated Damages

Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **[\$500.00 (five hundred)]** for each calendar day that expires after the Contract Time for substantial completion.

Delays in Contractor's Progress

If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor shall not be

entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

Progress Schedules

- Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

2.4 CONTRACT PRICE

Payment

Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

#	TXDOT SPEC	BID CODE	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	500	6001	MOBILIZATION	LS	1		
2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
3	3076	6042	D-GR HMA TY-D SAC-B PG70-22 (2")	SY	28,655		
4	666	6321	RE PM W/RET REQ TY 1 (Y)6"(SLD)(100MIL)	LF	22,650		
5	672	6009	REFL PAV MRKR TY II-A-A	EA	295		
6	SPEC		RESIDENTIAL TAPERS	EA	56		
7	SPEC		COMMERCIAL TAPERS	EA	1		
8	SPEC		INTERSECTION TAPERS	EA	4		
TOTAL							

2.5 BID SUBMISSION REQUIREMENTS

PROPOSAL Submission must include:

ATTACHMENT A: BIDDER CERTIFICATION
 ATTACHMENT B: BID SUBMISSION FORM
 ATTACHMENT C: BID SUBMISSION CONTRACT
 ATTACHMENT D: DISCLOSURE REQUIREMENTS

ATTACHMENT E: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING
ATTACHMENT F: INDEMNITY AGREEMENT
ATTACHMENT G: SWORN VERIFICATION OF STATEMENTS
ATTACHMENT H: VENDOR CONTACT INFORMATION
ATTACHMENT I: W-9 REQUEST FOR TAXPAYER IDENTIFICATION
ATTACHMENT J: CERTIFICATE OF INTERESTED PARTIES

- **Attachment L is not to be signed until the vendor is awarded. The terms contained within will remain and submitting a bid binds you to the terms as contained within.**

ATTACHMENT A:

**INVITATION FOR BID (IFB) #26-02
STAGECOACH ROAD OVERLAY PROJECT, PHASE 1
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 Ninety (90) 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**

I, _____, representing the firm of _____,
do hereby agree to the following:

TOTAL BID Stagecoach Road Overlay Project Phase 1

TOTAL BID: \$ _____

#	TXDOT SPEC	BID CODE	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	500	6001	Mobilization	LS	1	\$	\$
2	502	6001	Barricades, Signs and Traffic Handling	MO	2	\$	\$
3	3076	6042	D-GR HMA TY-D SAC-B PG70-22 (2")	SY	28,655	\$	\$
4	666	6321	RE PM W/RET REQ TY I (Y) 6" (SLD) (100MIL)	LF	22,650	\$	\$
5	672	6009	REFL PAV MRKR TY II-A-A	EA	295	\$	\$
6	SPEC		RESIDENTIAL TAPERS	EA	56	\$	\$
7	SPEC		COMMERCIAL TAPERS	EA	1	\$	\$
8	SPEC		INTERSECTION TAPERS	EA	4	\$	\$
CONSTRUCTION COST TOTAL \$							

Guadalupe County will not pay any demurrage or any additional charges.

ATTACHMENT C:

BID SUBMISSION 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 accept the bid for Stagecoach Road Overlay Project Phase 1 from:

_____ for the period of one year from the below
"PASSED" date, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, _____.

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.guadalupe.tx.gov.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at <https://www.ethics.state.tx.us/forms/conflict/>

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.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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 176.005(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 176.005(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.005, 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 _____		
Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021		

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 Proposal, 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 STATEMENTS

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

- Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
- 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.
- Pursuant to Section 2274.001 through .001.003 of the Texas Government Code Government Code: If Respondent is required to make a verification pursuant to Section 2274.001-3 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
- Pursuant to Section 2274.001 through .001.003 of the Texas Government Code Government Code: If Respondent is required to make a verification pursuant to Section 2274.001-3 of the Texas Government Code, Respondent verifies that Respondent will not boycott Firearm Entities and Trade Associations during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Signature of Person Authorized to Sign Contract:

Date:

Printed Name and Title of Signer: _____

Name of Company: _____

ATTACHMENT H:

VENDOR CONTACT INFORMATION

Primary Contact Information:

Name:

Email:

Phone:

Accounting Contact Information:

Name:

Email:

Phone:

General Office Email if Applicable:

ATTACHMENT I:

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.																																																																						
Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ 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. ☐ Other (see instructions) ► _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	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) _____ (Applies to accounts maintained outside the U.S.)																																																																						
	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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> <td colspan="3"></td> </tr> </table>			Social security number																								-			-			or										Employer identification number																								-					
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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.																																																																								
<i>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.</i>																																																																								

ATTACHMENT J:**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/filinginfo/1295>)

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.

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		Nature of Interest (check applicable)		
Name of Interested Party	City, State, Country (place of business)	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				
Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015				

ATTACHMENT K: DRAWINGS

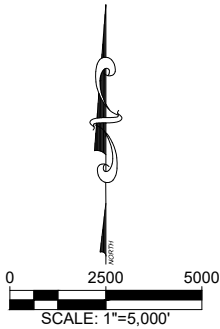
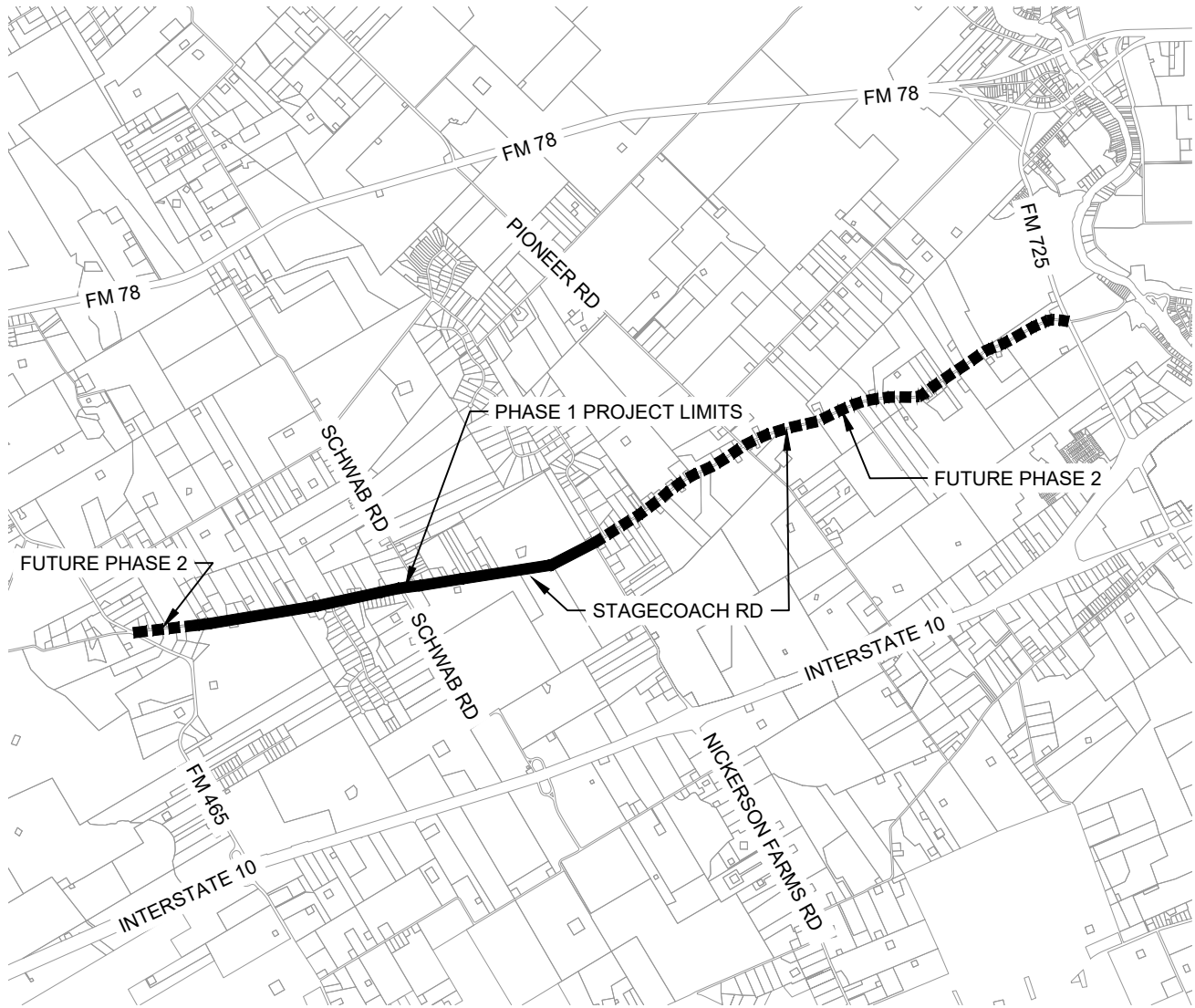
GUADALUPE COUNTY

STAGECOACH RD OVERLAY PHASE 1



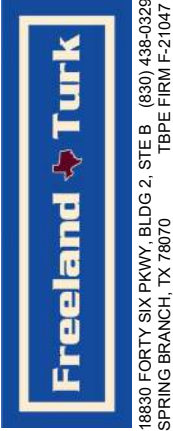
COUNTY JUDGE
KYLE KUTSCHER

COUNTY COMMISSIONERS
JACQUELINE OTT
DREW ENGELKE
MICHAEL CARPENTER
STEPHEN GERMANN



Sheet List Table

Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.01	LEGEND AND ABBREVIATIONS
C0.02	GENERAL NOTES
C1.00	OVERALL VIEW
C1.01	SITE PLAN STA 0+00 TO STA 61+00
C1.02	SITE PLAN STA 61+00 TO STA 123+00
C1.03	SITE PLAN STA 123+00 TO STA 136+00
C2.00	OVERLAY DETAIL
C2.01	TRAFFIC CONTROL PLAN DETAILS
C2.02	PAVEMENT MARKINGS DETAILS
C2.03	POSITION GUIDANCE DETAILS



GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1
COVER SHEET

JOB:	119-110
DATE:	8/27/2025
DRAWN:	KS
DESIGN:	JM
PEER:	
REVISIONS:	
DELTA	DESCRIPTION
SHEET:	C0.00



THE SIZE, TYPE, LOCATION AND DEPTH OF EXISTING UTILITIES AS SHOWN HEREIN ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Date: Aug 27, 2025, 1:38pm User ID: shepp
File: Z:\ENG - PRD\119 Guadalupe County\110 - Stagecoach Rd Overlay\CAD\dwg\119_11b-CNS-001.dwg

LEGEND

	EXISTING PARCEL
	EXISTING CENTERLINE
	PROPOSED OVERLAY

ABBREVIATIONS

NOTE: ABBREVIATIONS SHOWN HEREON MAY OR MAY NOT BE EVIDENT ON PLANS.

AB	AGGREGATE BASE	L	LEFT
AC	ASPHALTIC CONCRETE	LG	LIP OF GUTTER
ADA	AMERICAN'S WITH DISABILITIES ACT	LP	LOW POINT
AVE	AVENUE	LVC	LENGTH OF VERTICAL CURVE
BEG.	BEGINNING	N	NORTH
BOT.	BOTTOM	(N)	NEW
BVCE	BEGIN VERTICAL CURVE ELEVATION	OHU	OVER HEAD UTILITY
BVCS	BEGIN VERTICAL CURVE STATION	OS	OFFSET
BW	BACK OF WALK	(P)	PROPOSED
CBMH	CATCH BASIN MANHOLE	PB	PULL BOX
€	CENTERLINE	PGL	PROFILE GRADE LINE
CLF	CHAIN LINK FENCE	POL	POINT ON LINE
CMP	CORRUGATED METAL PIPE	PVI	POINT OF VERTICAL INTERSECTION
CONC.	CONCRETE	RCP	REINFORCED CONCRETE PIPE
DCV	DOUBLE CHECK VALVE	RD	ROAD
DEMO	DEMOLITION	ROW	RIGHT OF WAY
DI	DROP INLET	S	SLOPE
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DWY	DRIVEWAY	SDMH	STORM DRAIN MANHOLE
E	EAST	SGN	SIGN
(E)	EXISTING	SL	STREET LIGHT
EL	ELEVATION	SS	SANITARY SEWER
ELEC.	ELECTRICAL	SSCO	SANITARY SEWER CLEAN OUT
ELEV	ELEVATION	SSMH	SANITARY SEWER MANHOLE
EP	EDGE OF PAVEMENT	STA	STATION
EVCE	END VERTICAL CURVE ELEVATION	STD	STANDARD
EVCS	END VERTICAL CURVE STATION	SW	SIDEWALK
FC	FACE OF CURB	TBR	TO BE REMOVED
FH	FIRE HYDRANT	TC	TOP OF CURB
FL	FLOWLINE	TCE	TEMPORARY CONSTRUCTION EASEMENT
FND	FOUND	TELE	TELEPHONE
FS	FINISHED SURFACE	TFL	TOP OF FLOWLINE
GB	GRADE BREAK	TG	TOP OF GRATE
GM	GAS METER	TV	TELEVISION
GV	GAS VALVE	TYP	TYPICAL
H.	HORIZONTAL	V.	VERTICAL
HB	HOSE BIB	VLT	VAULT
HP	HIGH POINT	W	WEST
ICV	IRRIGATION CONTROL VALVE	WM	WATER METER
INV	INVERT	WV	WATER VALVE



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0329
SPRING BRANCH, TX 78070 TBPE FIRM F-21047



GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1
LEGEND AND ABBREVIATIONS

JOB: 119-110	
DATE: 8/27/2025	
DRAWN: KS	PM: MN
DESIGN: JM	DM:
PEER:	OTHER:
REVISIONS:	
DELTA	DESCRIPTION

Date: Aug 27, 2025, 1:38pm User ID: shepp
File: Z:\ENG - PBD\119 Guadalupe County\110 - Stagecoach Rd Overlay\CAD\dwg\119_110-CNS-001.dwg

NOTES:

1.

FEMA NOTE - PORTIONS OF THE SITE SHOWN HEREON LIES WITHIN ZONE "A" (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN) AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48187C0265F, DATED NOVEMBER 2, 2007.
2.

ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE TEXAS ADMINISTRATIVE CODE, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, GUADALUPE COUNTY REQUIREMENTS, AND ANY OTHER GOVERNING ENTITY ORDINANCES OR CODES.

SPECIAL CONSTRUCTION NOTES:

1.

THE CONTRACTOR SHALL CONTACT 811 48 HOURS BEFORE BEGINNING ANY EXCAVATION.
2.

DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.181. GAS UTILITY PROVIDER MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
3.

THE EXISTENCE AND LOCATION OF UNDERGROUND CABLE IS NOT SHOWN ON THE PLANS. CONTRACTOR TO CONTACT THE TELEPHONE COMPANY CABLE LOCATOR 48 HOURS PRIOR TO EXCAVATION. CONTRACTOR HAS THE RESPONSIBILITY TO PROTECT AND SUPPORT TELEPHONE COMPANY PLANT DURING CONSTRUCTION.
4.

THE CONTRACTOR SHALL CONTACT GUADALUPE COUNTY 48 HOURS PRIOR TO EXCAVATION IN THE IMMEDIATE AREA OF WATER LINE.
5.

DAMAGE TO ANY UNDERGROUND DRAINAGE SYSTEM SHALL BE REPORTED TO THE GUADALUPE COUNTY PUBLIC WORKS DEPARTMENT. THE DIRECTOR OR HIS STAFF WILL INSTRUCT THE DAMAGING PARTY (CONTRACTOR) ON HOW TO REPAIR THE LINE AT THE CONTRACTORS COST.
6.

CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND PROTECTING THE INTEGRITY OF THE POWER POLES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED AT THEIR EXPENSE TO PROVIDE ACCEPTABLE BRACING OF SPECIFIC ELECTRIC POWER POLES DURING THE CONSTRUCTION OF THIS PROJECT AND/OR PROVIDE AT THEIR EXPENSE FOR THE ELECTRIC COMPANY TO PROVIDE BRACING. IN ADDITION IT IS CRITICAL THE CONTRACTOR WORK CLOSELY WITH THE ELECTRIC COMPANY FOREMAN FOR THE SAKE OF SAFETY TO ISOLATE AND/OR PROTECT CONTRACTOR FROM ENERGIZED ELECTRIC CONDUCTORS ABOVE AREAS OF PROPOSED EXCAVATION.
7.

SHORT TERM REMOVABLE PAVEMENT TABS WILL BE REQUIRED BETWEEN PAVEMENT OVERLAY AND PAINT STRIPING INSTALLATION AND WILL BE SUBSIDIARY TO OTHER WORK - NSPI.

GENERAL NOTES:

1.

ALIGNMENT AND STATIONING SHOWN IN THESE PLANS IS FOR GENERAL REFERENCE ONLY. ALIGNMENT IS GENERALLY LOCATED NEAR THE CENTER OF THE RIGHT OF WAY. STATIONING WILL PROVIDE GENERAL LENGTH OF PROJECT AND DEMONSTRATE THE GENERAL LOCATION OF THE START AND STOP OF THE PROJECT.
2.

PAVEMENT OVERLAY WIDTH THROUGHOUT PROJECT IS ESTIMATED AT 22' WIDE. INTERSECTION WIDTHS VARY SLIGHTLY AND QUANTITIES HAVE ACCOUNTED FOR THIS VARIATION.

3.

GUADALUPE COUNTY WILL PREPARE THE ROADWAY FOR OVERLAY, TO INCLUDE MINOR LEVEL UP, POTHOLE REPAIR/PATCHING AS NECESSARY, EDGE SCRAPING, AND MILLING KEYWAYS TO ALLOW FOR SMOOTH FLUSH TRANSITION AT OVERLAY LIMITS.
4.

CONTRACTOR WILL BE RESPONSIBLE FOR SWEEPING PRIOR TO OVERLAY AND CLEANUP AFTER OVERLAY - NO SEPARATE PAY ITEM.
5.

ALL RESIDENTIAL DRIVEWAYS SHALL BE TAPERED FROM EDGE OF PAVEMENT PER DETAIL ON DRAWING C2.00. ALL INTERSECTIONS SHALL BE TAPERED TO THE LIMITS AS SHOWN ON PLANS FOR 2' FROM EDGE OF PAVEMENT PER DETAIL ON DRAWING C2.00.
6.

CONTRACTOR SHALL PROVIDE ADDITIONAL TRAFFIC CONTROL SIGNS AT ALL INTERSECTIONS TO IDENTIFY ROAD WORK AHEAD. CONTRACTOR TO PROVIDE SIGN LAYOUT TO ENGINEER FOR APPROVAL.

PROJECT SPECIFICATIONS:

1.

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, NOVEMBER 1, 2014 ARE TO BE USED FOR THIS PROJECT. PROJECT SPECIFICATIONS ARE AS FOLLOWS
- 3076 DENSE-GRADED HOT-MIX ASPHALT

500 MOBILIZATION

502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

666 RETROREFLECTORIZED PAVEMENT MARKINGS

672 RAISED PAVEMENT MARKERS

SPECIAL SPECIFICATION INSTRUCTIONS:

1.

SPECIFICATION 3076

1.A.

HMAC SHALL BE TYPE D.

1.B.

TACK COAT SHALL BE CBC-1H APPLIED AT A RATE OF 0.10 GAL/SY.

1.C.

MODIFICATIONS ADDED TO SPECIFICATION.
- PARAGRAPH 4

1.

ROADWAY SPECIMENS FOR TESTING PURPOSES WILL BE OBTAINED BY THE GEOTECH AND PROVIDED TO THE TESTING LAB OF RECORD FOR THIS JOB AT THE DIRECTION OF THE ENGINEER. THESE TESTS WILL BE PAID FOR BY THE OWNER, EXCEPT FOR ANY FAILED TESTS, THE COST OF WHICH WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2.

TEST REPORTS AS PROVIDED BY THE TESTING LABORATORY ARE ACCEPTABLE, NO OTHER TEMPLATES ARE NECESSARY.
3.

TESTING FOR PERCENTAGE COMPACTION (AIR VOIDS) WILL BE AS DIRECTED BY THE ENGINEER. THE OWNER RESERVES THE RIGHT TO INCREASE, OR DECREASE, THE NUMBER AND FREQUENCY OF ANY TESTING.

- PARAGRAPH 5

1.

HOT MIX WILL BE MEASURED BY THE SQUARE YARD.

- PARAGRAPH 6

1.

PAYMENT WILL BE PAID FOR AT THE UNIT BID PRICE PER SQUARE YARD. SLIDING SCALE PAY FACTORS, USING THE FOLLOWING TABLE WILL BE UTILIZED TO DETERMINE THE PERCENT PAYMENT.

SLIDING SCALE PAY FACTORS
IN-PLACE PERCENT AIR VOIDS BASED ON PERCENT OF MAXIMUM THEORETICAL

<u>AVERAGE PERCENT AIR VOIDS</u>	<u>PERCENT PAYMENT</u>
8.5%-3.8%	100
8.6%-9.5% OR 3.0%-3.7%	95
9.6%-10.5% OR 2.6%-2.9%	60
MORE THAN 10.5% OR LESS THAN 2.6%	REJECT

<u>CORE THICKNESS</u>	<u>PERCENT PAYMENT</u>
2" AND GREATER	100
1-7/8" TO 1-15/16"	90
1-9/16" TO 1-13/16"	60
LESS THAN 1-1/2"	REJECT

2.

ANY SAMPLE WITH PERCENT AIR VOIDS OF MORE THAN 10.4% OR LESS THAN 2.6% WILL BE REJECTED. ANY SAMPLE WITH CORE THICKNESS LESS THAN 1-1/2" WILL BE REJECTED.
3.

ALL AREA OF PAVEMENT THAT ARE REPRESENTED BY TEST RESULTS THAT INDICATE REJECTION, SHALL BE REMOVED, AND REPLACED TO OWNER CRITERIA, PAID BY THE CONTRACTOR. NO PAYMENT WILL BE MADE FOR ANY PAVEMENT THAT IS REJECTED. REJECT AREAS, OR SLIDING PAY AREAS, ARE MEASURED FROM THE TEST LOCATION TO THE NEXT ADJACENT TEST LOCATION, IN BOTH DIRECTIONS, WITHIN THE SAME LANE - OR TO THE END OF THAT DAY'S PLACEMENT LOT WHEN NO ADJACENT TEST LOCATION EXISTS.
4.

PAYMENT REDUCTIONS WILL BE APPLIED FOR EACH CATEGORY AND WILL BE ADDITIVE IF FAILURES ARE IN MORE THAN ONE CATEGORY. (IE IF UNIT PRICE IS \$1/UNIT, AND TEST RESULTS INDICATED PRICE REDUCTION TO 95% FOR DENSITY AND 90% FOR THICKNESS, THEN \$1 WOULD BE REDUCED 5% TO \$0.95/UNIT FOR THE DENSITY REDUCTION, THEN 10% WOULD BE DEDUCTED FROM \$0.95/UNIT AND FINAL UNIT PRICE WOULD BE \$0.855/UNIT.)
- SPECIFICATION 502

1.

LANE CLOSURES ALLOWED WITH THE USE OF FLAGGERS OR PILOT VEHICLES, ONE-LANE TWO WAY TRAFFIC MUST BE REQUIRED AT ALL TIMES DURING ACTIVE WORKING HOURS. STANDARD TWO WAY TRAFFIC MUST BE MAINTAINED WHEN CONTRACTOR IS NOT ACTIVELY WORKING ON-SITE.
- SPECIFICATION 666

1.

DASHED CENTERLINE STRIPING IS PAID BY LINEAR FOOT OF PAINT ACTUALLY APPLIED TO THE SURFACE. SPACE BETWEEN DASHES IS NOT INCLUDED IN TOTAL LINEAR FOOT COUNT OF DASHED PAINT.



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0329
SPRING BRANCH, TX 78070 TBPE FIRM F-21047



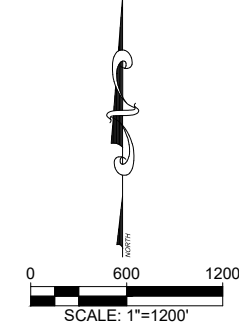
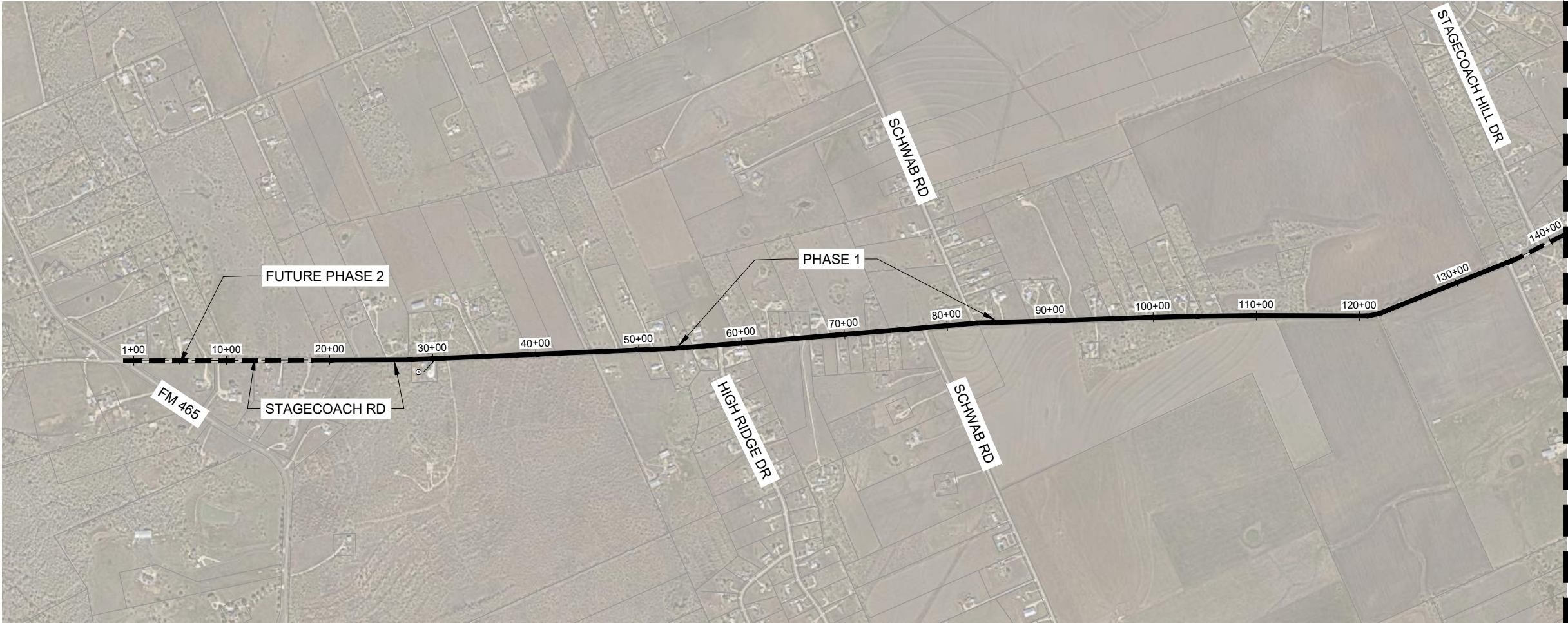
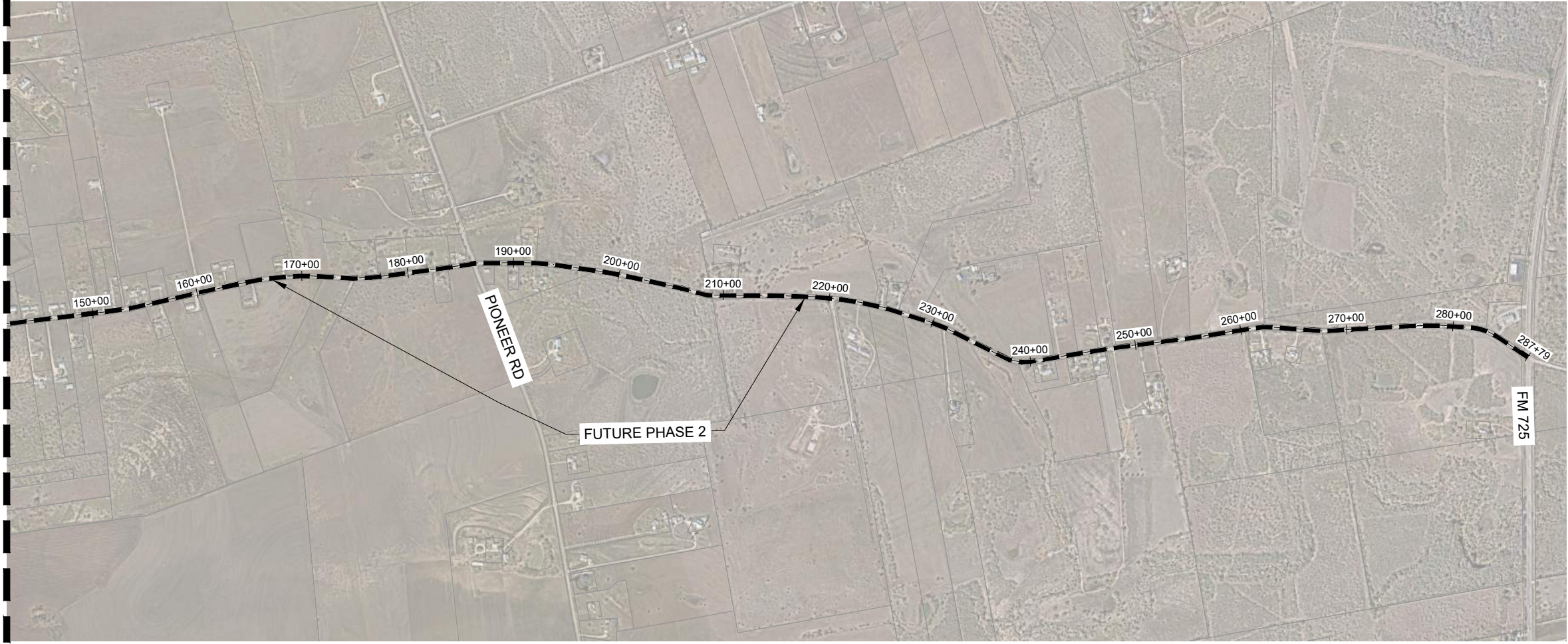
GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1
GENERAL NOTES

JOB:	119-110
DATE:	8/27/2025
DRAWN: KS	PM: MN
DESIGN: JM	DM:
PEER:	OTHER:
REVISIONS:	
DELTA	DESCRIPTION

SHEET:
C0.02

Date: Aug 27, 2025, 1:39pm User ID: shepp
File: Z:ENG - PBD\119 Guadalupe County\110 - Stagecoach Rd Overlay.LCD\dwg\119.11b-PBDWY-PN-001.dwg

MATCHLINE SEE THIS SHEET



- PHASE 1
- - - FUTURE PHASE 2

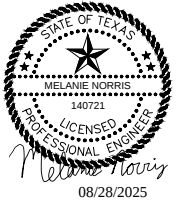
MATCHLINE SEE THIS SHEET

GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1
OVERALL VIEW

JOB: 119-110	
DATE: 8/27/2025	
DRAWN: KS	PM: MN
DESIGN: JM	DM:
PEER:	OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:
C1.00



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0329
SPRING BRANCH, TX 78070 TBPE FIRM F-21047

Date: Aug 27, 2025, 1:39pm User ID: shepp
File: Z:\ENG - PBD\119 Guadalupe County\110 - Stagecoach Rd Overlay\CAD\dwg\119.11b-PBDWY-PN-001.dwg

KEYNOTES:

#

1 COMMERCIAL DRIVEWAY TAPER* - SEE DETAIL SHEET C2.00

2 INTERSECTION TAPER - SEE DETAIL SHEET C2.00

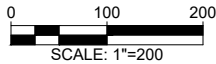
*ALL DRIVEWAYS NOT LABELED COMMERCIAL ARE TO BE CONSIDERED RESIDENTIAL DRIVEWAYS

NOTE:

1. INSTALL TYPE II-A-A RAISED PAVEMENT MARKERS THROUGHOUT LIMITS OF PROJECT. SEE DETAIL SHEET C2.03
2. SEE DETAIL SHEET C2.02 AND C2.03 FOR STRIPING AND PAVEMENT MARKING DETAILS



PROPOSED OVERLAY
(SEE SHEET C2.00 FOR DETAIL)



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SPRING BRANCH, TX 78070
TBPE FIRM F-21047



GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1
SITE PLAN STA 20+00 TO STA 50+00

JOB: 119-110
DATE: 8/27/2025
DRAWN: KS PM: MN
DESIGN: JM DM:
PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:
C1.01

KEYNOTES:



- 1 COMMERCIAL DRIVEWAY TAPER* - SEE DETAIL SHEET C2.00
- 2 INTERSECTION TAPER - SEE DETAIL SHEET C2.00

*ALL DRIVEWAYS NOT LABELED COMMERCIAL ARE TO BE CONSIDERED RESIDENTIAL DRIVEWAYS

NOTE:

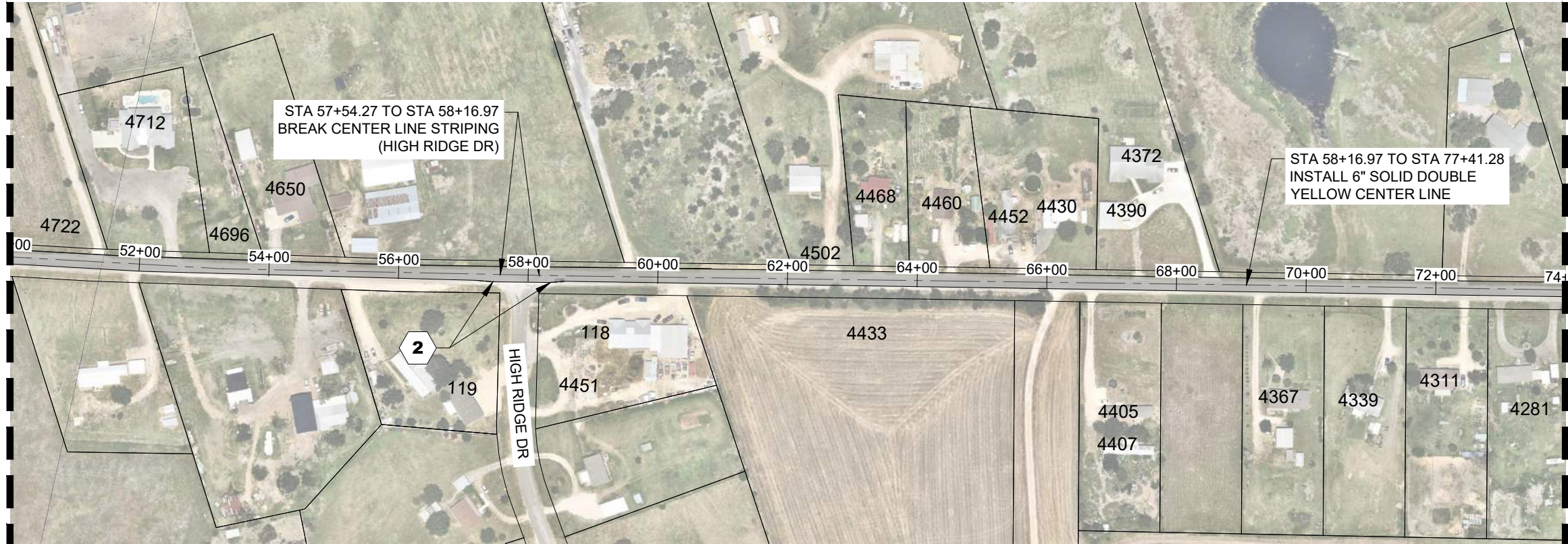
1. INSTALL TYPE II-A-A RAISED PAVEMENT MARKERS THROUGHOUT LIMITS OF PROJECT. SEE DETAIL SHEET C2.03
2. SEE DETAIL SHEET C2.02 AND C2.03 FOR STRIPING AND PAVEMENT MARKING DETAILS



PROPOSED OVERLAY
(SEE SHEET C2.00 FOR DETAIL)



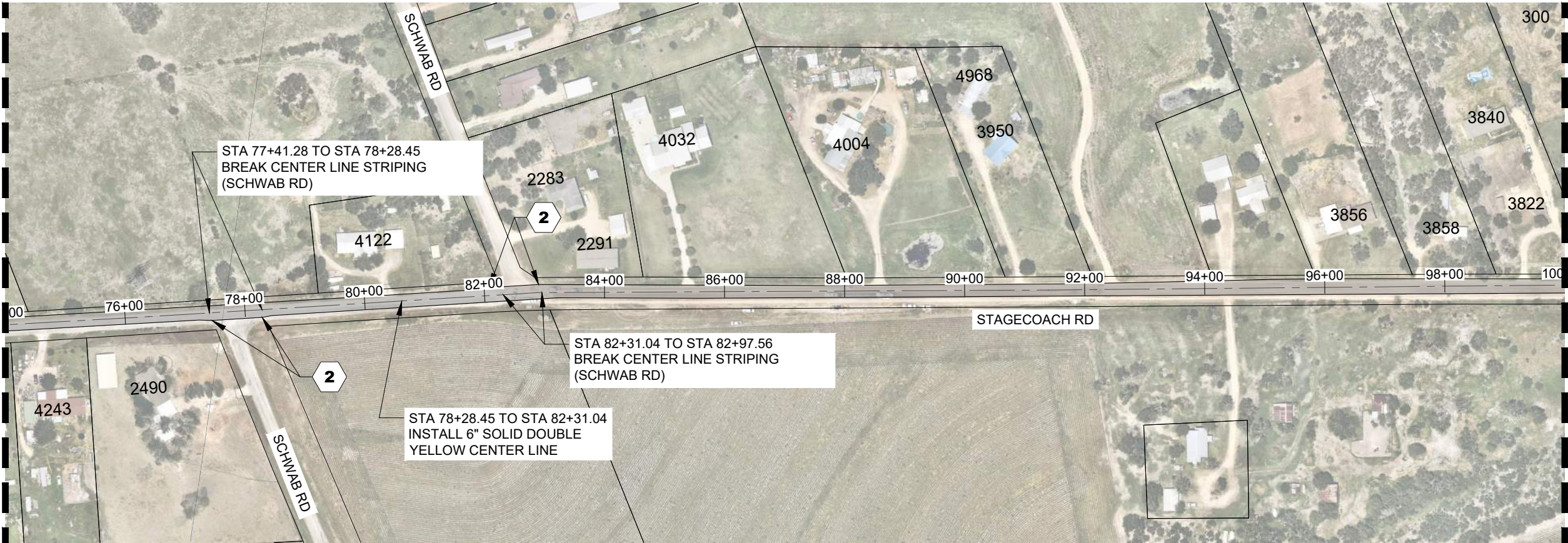
MATCHLINE SEE SHEET C1.01



MATCHLINE SEE THIS SHEET



MATCHLINE SEE THIS SHEET



MATCHLINE SEE SHEET C1.03



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SPRING BRANCH, TX 78070
TBP# FIRM F-21047



GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1
SITE PLAN STA 50+00 TO STA 100+00

JOB: 119-110
DATE: 8/27/2025
DRAWN: KS PM: MN
DESIGN: JM DM:
PEER: OTHER:

REVISIONS:
DELTA DESCRIPTION

DELTA	DESCRIPTION

SHEET:
C1.02

Date: Aug 27, 2025, 1:39pm User ID: shepp
File: Z:ENG - PBD\119 Guadalupe County\110 - Stagecoach Rd Overlay.LCD.dwg 119.11b-PBDWY-PN-001.dwg

KEYNOTES:

#

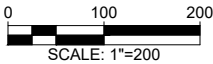
- 1 COMMERCIAL DRIVEWAY TAPER* - SEE DETAIL SHEET C2.00
- 2 INTERSECTION TAPER - SEE DETAIL SHEET C2.00

*ALL DRIVEWAYS NOT LABELED COMMERCIAL ARE TO BE CONSIDERED RESIDENTIAL DRIVEWAYS

NOTE:

1. INSTALL TYPE II-A-A RAISED PAVEMENT MARKERS THROUGHOUT LIMITS OF PROJECT. SEE DETAIL SHEET C2.03
2. SEE DETAIL SHEET C2.02 AND C2.03 FOR STRIPING AND PAVEMENT MARKING DETAILS

PROPOSED OVERLAY
(SEE SHEET C2.00 FOR DETAIL)

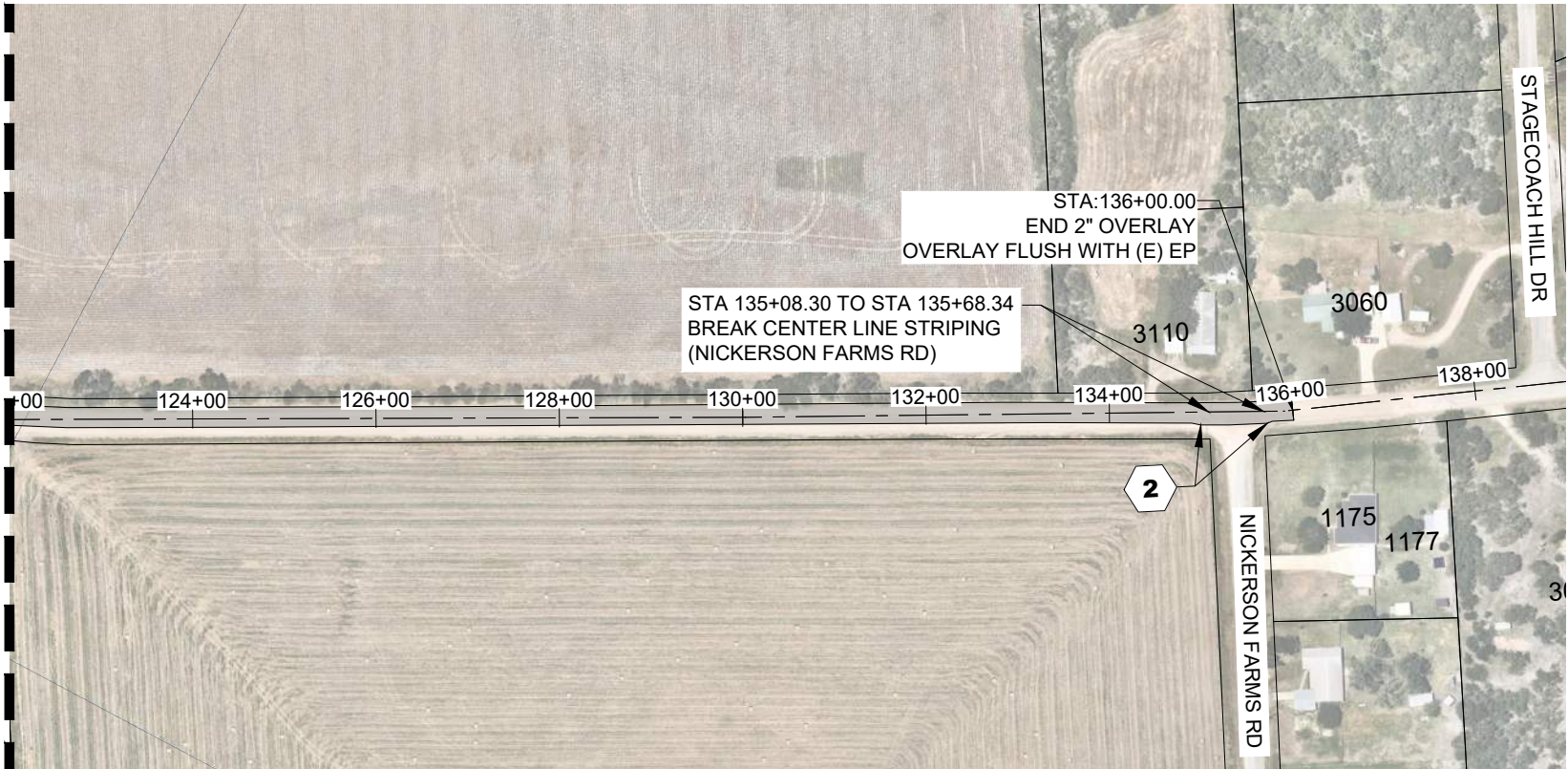


MATCHLINE SEE SHEET C1.02



MATCHLINE SEE THIS SHEET

MATCHLINE SEE THIS SHEET



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SPRING BRANCH, TX 78070 TBPE FIRM F-21047



GUADALUPE COUNTY

STAGECOACH RD OVERLAY PHASE 1

SITE PLAN STA 100+00 TO STA 136+00

JOB: 119-110

DATE: 8/27/2025

DRAWN: KS PM: MN

DESIGN: JM DM:

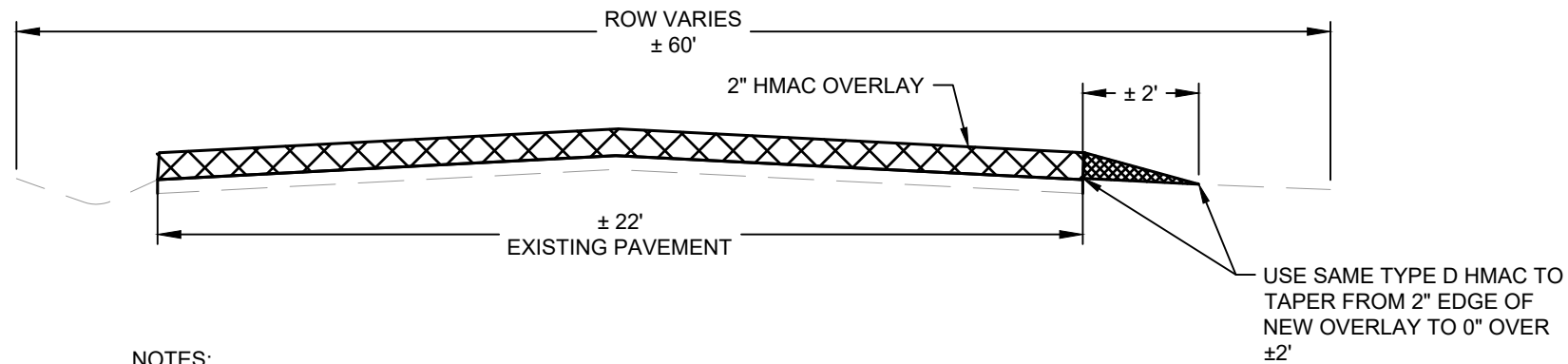
PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:

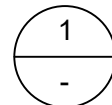
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Date: Aug 27, 2025, 1:39pm User ID: shepp
File: Z:\ENG - PBD\119 Guadalupe County\110 - Stagecoach Rd Overlay\CAD\dwg\119-110 - DETAILS.dwg



NOTES:

1. ALL RESIDENTIAL AND COMMERCIAL DRIVEWAYS SHALL BE TAPERED FROM EDGE OF PAVEMENT PER THE DETAIL ON THIS SHEET. ALL INTERSECTIONS SHALL BE TAPERED FROM EDGE OF PAVEMENT PER THE DETAIL ON THIS SHEET TO THE LIMITS AS SHOWN IN THE PLAN.
2. THERE ARE APPROXIMATELY 56 RESIDENTIAL DRIVEWAYS AND 1 COMMERCIAL DRIVEWAY. COST TO TAPER DRIVEWAYS INCLUDES ALL MATERIALS AND EFFORT TO COMPLETE TAPER. LIMITS TO BE GENERALLY THE WIDTH OF EXISTING DRIVE AT PAVEMENT EDGE. RESIDENTIAL DRIVEWAYS VARY IN WIDTHS AND VARY IN MATERIAL FROM CONCRETE TO ASPHALT TO GRAVEL. DRIVEWAYS ARE PAID EACH FOR TAPER COMPLETE, NO SEPARATE PAY ITEMS.
3. THERE ARE 4 INTERSECTION TAPERS. TAPER TO LIMIT SHOWN ON PLAN. INTERSECTIONS ARE PAID EACH FOR TAPER COMPLETE, NO SEPARATE PAY ITEMS.
4. PROJECT START LOCATION, AND END LOCATION ON STAGECOACH ROAD WILL NOT REQUIRE TAPER, GUADALUPE COUNTY WILL CUT IN A KEYWAY SUCH THAT OVERLAY WILL TIE IN FLUSH WITH EXISTING EDGE OF PAVEMENT AT KEYWAY.
5. TAPERS SHALL BE COMPACTED SMOOTH TO MINIMIZE EDGE RAVEL.



TYPICAL OVERLAY AND EDGE TAPER SECTION
NOT TO SCALE



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SPRING BRANCH, TX 78070 TBPE FIRM F-21047



GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1
OVERLAY DETAIL

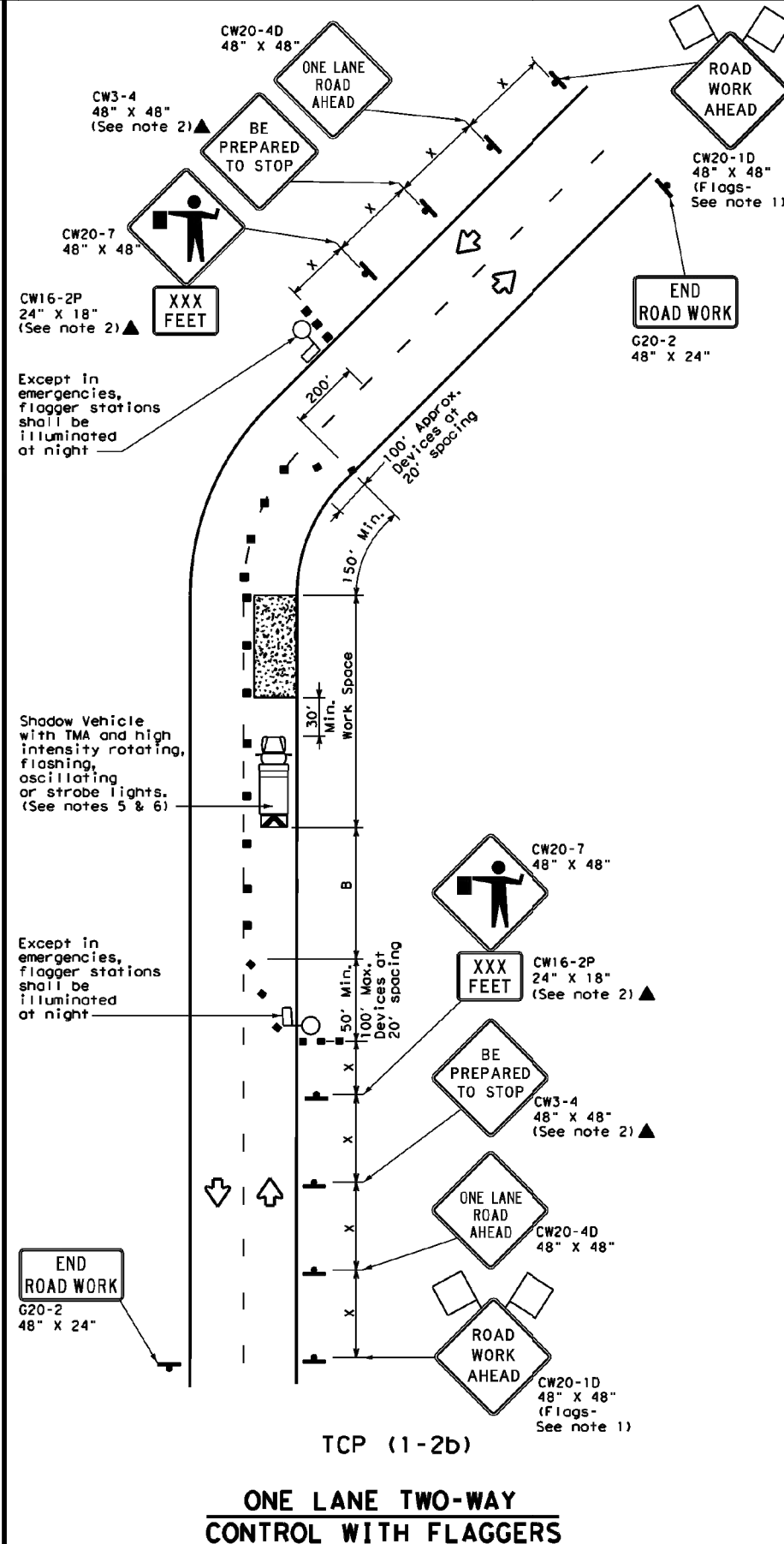
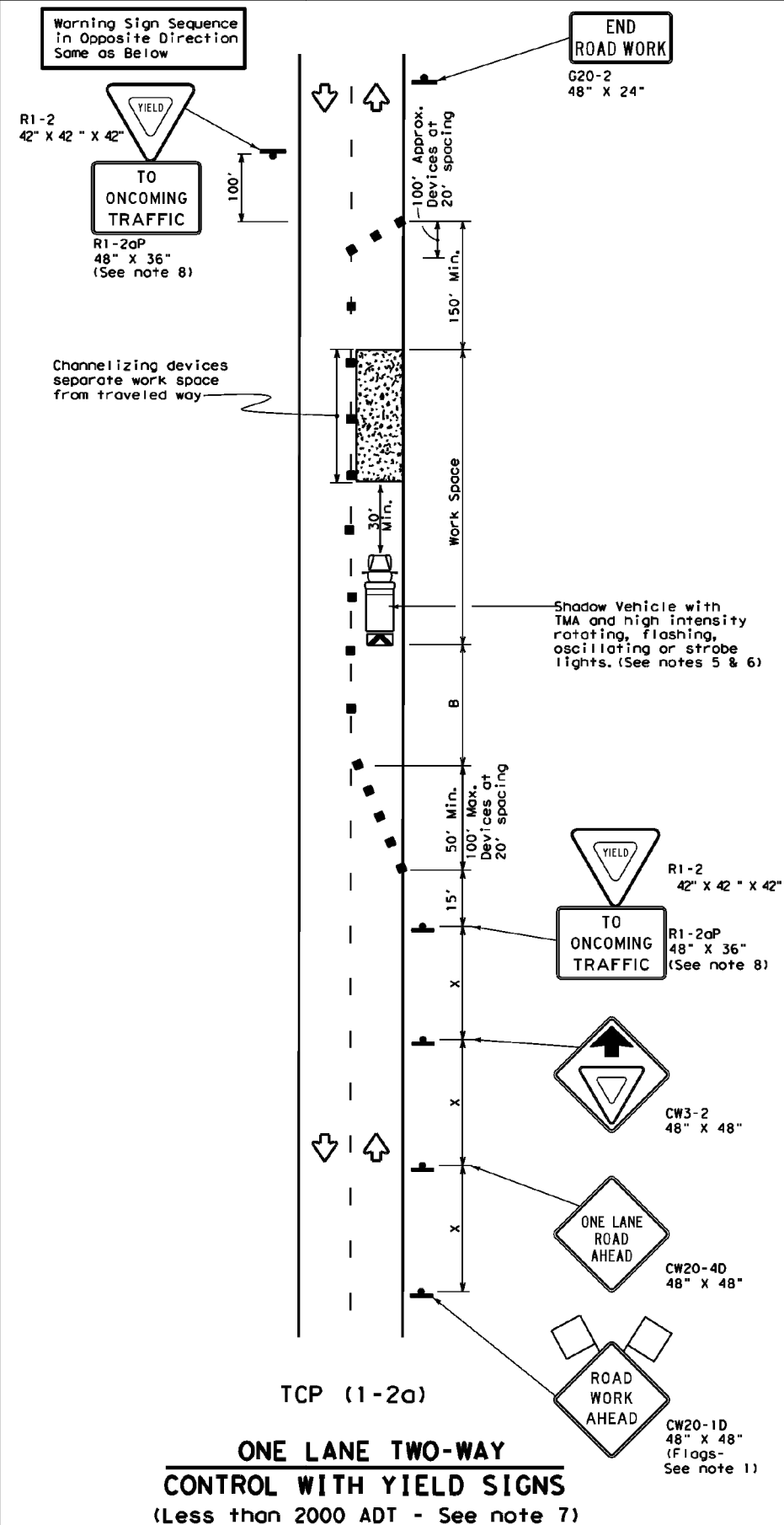
JOB: 119-110	
DATE: 8/27/2025	
DRAWN: KS	PM: MN
DESIGN: JM	DM:
PEER:	OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:
C2.00

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DATE:
FILE:



LEGEND					
	Type 3 Barricade		Channelizing Devices		
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)		
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)		
	Sign		Traffic Flow		
	Flag		Flagger		

Posted Speed X	Formula	Minimum Desirable Taper Lengths X X			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50	L = WS	500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L = Length of Taper (FT) W = Width of Offset (FT) S = Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

Flags attached to signs where shown are REQUIRED.

All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.

The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.

Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.

A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.

Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.

R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

Flaggers should use two-way radios or other methods of communication to control traffic.

Length of work space should be based on the ability of flaggers to communicate.

If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).

Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.

Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

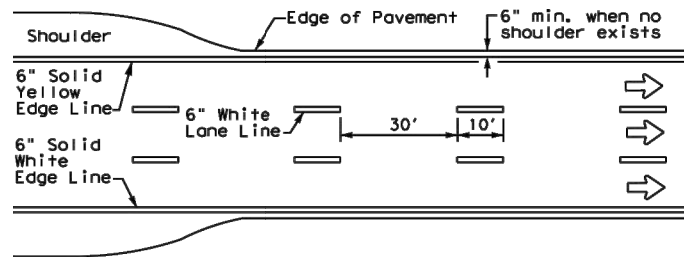
				Traffic Operations Division Standard	
TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL					
TCP (1-2) - 18					
FILE: tcp1-2-18.dgn	DN:	CK1	DW1	CK1	
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY	
REVISIONS		DIST	COUNTY	SHEET NO.	
4-90 4-98					
2-94 2-12					
1-97 2-18					

1152

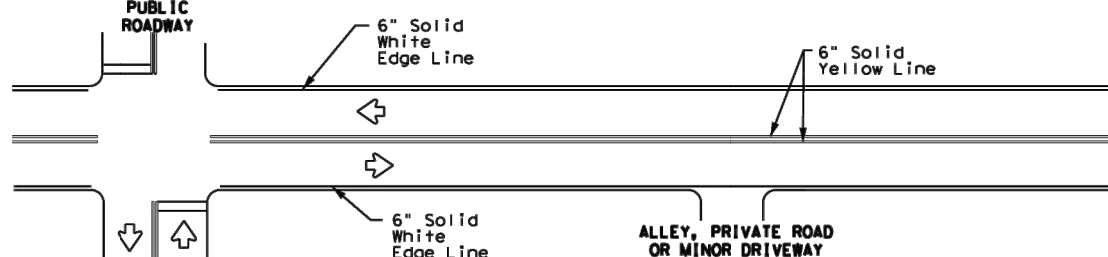
Date: Aug 27, 2025, 1:39pm User ID: shepp
File: Z:\ENG - PBD\119 Guadalupe County\110 - Stagecoach Rd Overlay\110 - DETAILS.dwg

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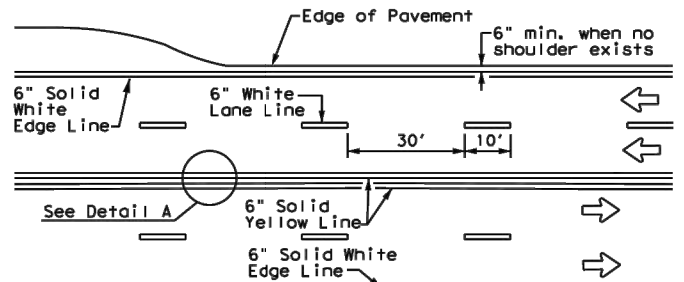
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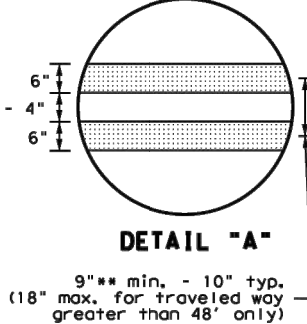
EDGE LINE AND LANE LINES
ONE-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



TYPICAL TWO-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS

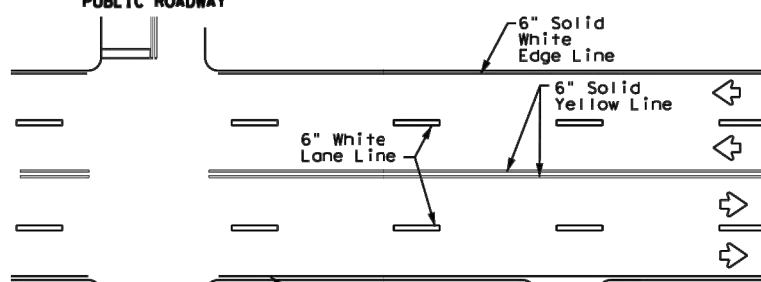


CENTERLINE AND LANE LINES
FOUR LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS

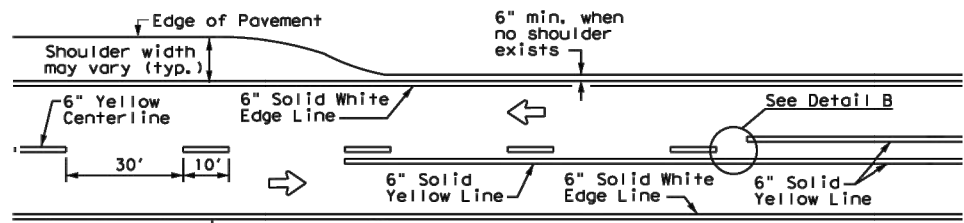


DETAIL "A"

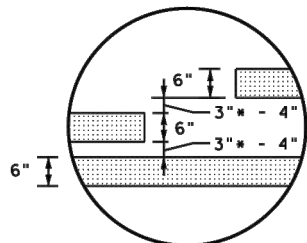
* 2" minimum for restripe projects when approved by the Engineer.
** 8" minimum for restripe projects when approved by the Engineer.



TYPICAL MULTI-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS

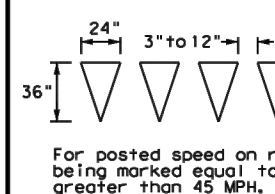


TWO LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS

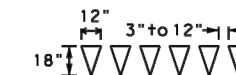


DETAIL "B"

* 2" minimum for restripe projects when approved by the Engineer.



YIELD LINES



For posted speed on road being marked equal to or less than 40 MPH.

NOTES

- Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
- Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

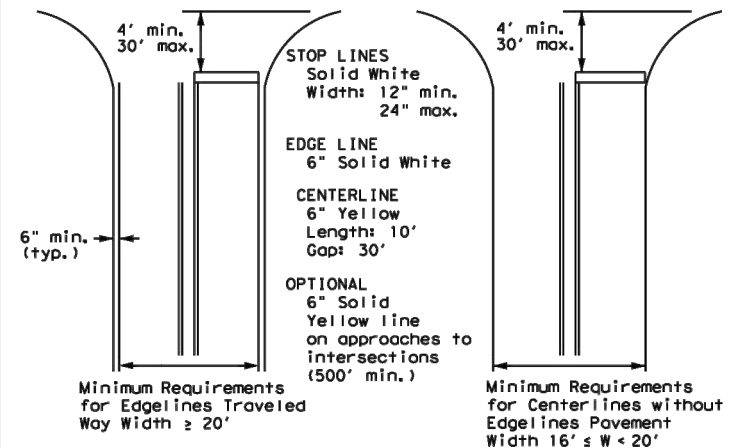
GENERAL NOTES

- Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Roadways



Traffic
Safety
Division
Standard

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1) -22

FILE#	pm1-22.dgn	DN#	CK#	DW#	CK#
© TxDOT	December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS					
11-78	8-00	6-20			
8-95	3-03	12-22			
5-00	2-12				
DIST	COUNTY	SHEET NO.			

22A

Freeland + Turk

18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0329
SPRING BRANCH, TX 78070
TBE FIRM F-21047

GUADALUPE COUNTY
STAGECOACH RD OVERLAY PHASE 1

PAVEMENT MARKINGS
DETAILS

JOB: 119-110
DATE: 8/27/2025
DRAWN: KS PM: MN
DESIGN: JM DM:
PEER: OTHER:
REVISIONS:
DELTA DESCRIPTION

SHEET:

C2.02

ATTACHMENT L: CONTRACT

CONTRACT FOR
STAGECOACH ROAD OVERLAY PHASE 1

This Contract is by and between **GUADALUPE COUNTY** (Owner) and _____ (Contractor).
Owner and Contractor hereby agree as follows:

ARTICLE 2—THE WORK

2.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **STAGECOACH ROAD OVERLAY PHASE 1** project which consists of **2" Asphalt Overlay of Roadway**.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **STAGECOACH ROAD, APPR 2000 LF EAST OF FM 465 TO APPR 100 LF EAST OF NICKERSON FARMS ROAD**.

ARTICLE 3—CONTRACT DOCUMENTS

3.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

3.02 *Contract Documents Defined*

Notes to User—If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items as necessary.

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications as listed in IFB 25-XXXX ATTACHMENT J - Engineering Drawings.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.
 - 7. Exhibits to this Contract (enumerated as follows):
 - a. [Exhibit 1 - Invitation to Bid (IFB) 25-XXXX].
 - b. [Exhibit 2 – [Selected Contractor] Bid for IFB 25-XXXX].
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders

ARTICLE 4—ENGINEER

4.01 *Engineer*

- A. The Engineer for this Project is **Freeland Turk Engineering Group, LLC, 18830 Forty Six Pkwy, Building 2, Suite B, Spring Branch, TX 78070.**

ARTICLE 5—CONTRACT TIMES

5.01 *Contract Times*

- A. The Work will be substantially complete within **[75 calendar days]** days after the Effective Date of the Contract and completed and ready for final payment within **[90 calendar days]** days after the Effective Date of the Contract.

5.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **[\$500.00 (five hundred)]** for each calendar day that expires after the Contract Time for substantial completion.

5.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

5.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 6—CONTRACT PRICE

6.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

#	TXDOT SPEC	BID CODE	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	500	6001	MOBILIZATION	LS	1		
2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
3	3076	6042	D-GR HMA TY-D SAC-B PG70-22 (2")	SY	28,655		
4	666	6321	RE PM W/RET REQ TY 1 (Y)6"(SLD)(100MIL)	LF	22,650		
5	672	6009	REFL PAV MRKR TY II-A-A	EA	295		
6	SPEC		RESIDENTIAL TAPERS	EA	56		
7	SPEC		COMMERCIAL TAPERS	EA	1		
8	SPEC		INTERSECTION TAPERS	EA	4		
TOTAL							

ARTICLE 7—BONDS AND INSURANCE

7.01 Bonds

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

7.02 Insurance

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Each Employee	\$500,000
Policy Limit	\$500,000

b. Commercial General Liability

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

c. Automobile Liability

Notes to User—Automobile Liability Insurance may be listed as Bodily Injury and Property Damage, or as a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage, or Combined Single Limit, and delete the lines not used.

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

d. Excess or Umbrella Liability

Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective

officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. (not used)
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 8—CONTRACTOR'S RESPONSIBILITIES

8.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

8.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

8.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

8.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

8.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

8.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

8.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

8.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

8.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

8.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

8.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

8.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to

use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

8.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Engineer’s Status*

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 11—CHANGES IN THE WORK

11.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

11.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

11.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 12—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

12.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's

written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 13—CLAIMS AND DISPUTE RESOLUTION

13.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

14.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

14.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 15—PAYMENTS TO CONTRACTOR

15.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

15.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

15.03 *Retainage*

- A. (not used)

15.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

15.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

15.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

15.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

15.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

16.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 17—CONTRACTOR'S REPRESENTATIONS

17.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by

commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

18.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

The Effective Date of the Contract is [REDACTED].

Owner:

Guadalupe County

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Kyle Kutscher

(typed or printed)

Title:

County Judge

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

101 East Court Street

Guadalupe County Courthouse

Seguin, Texas 78155

Designated Representative:

Name:

Douglas Burnside

(typed or printed)

Title:

County Road Administrator

(typed or printed)

Address:

310 IH 10 West

Seguin Texas 78155

Phone:

830-379-9721

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State: