



**WASHINGTON COUNTY  
ENGINEERING AND DEVELOPMENT SERVICES**

**Wesley Stolz, P.E. County Engineer**  
3650 HWY 36 N., Brenham, Texas 77833  
Phone: (979)277-6275  
Email: [wcrboffice@washingtoncountytexas.gov](mailto:wcrboffice@washingtoncountytexas.gov)

**INVITATION TO BID**

**Item:** Seal Coating

**Bid Number:** WCRB 2025-12

**Due Date:** **May 15, 2025 @ 10:00 am**  
Washington County Clerk's Office  
100 E Main St, Suite 102  
Brenham, Texas 77833

**Date of Opening:** **May 15, 2025 @ 10:00 am**

**Location:** Washington County Courthouse  
Commissioners Court Chambers  
100 East Main St. Room 103,  
Brenham, TX 77833

**Date of Award:** **May 27, 2025 @ 9:00 am**

**Location:** Washington County Courthouse  
Commissioners Court Chambers  
100 East Main St. Room 103,  
Brenham, TX 77833

**Period of Contract: May 27, 2025 through May 12, 2026**

**GENERAL CONDITIONS/INSTRUCTIONS**

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the **Washington County Clerk's Office, 100 East Main St. Room 102, Brenham, Texas 77833** by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid number and opening date on the outside of the envelope.*
2. Bids received in the Washington County Clerk's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Washington County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No faxed bids will be accepted.**



3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Washington County, County Engineer and the approval of the Commissioners Court.
4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
5. The bidder agrees if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under Federal and State laws.
7. Invoices shall be sent directly to the Washington County Engineering and Development Department, 3650 HWY 36 N., Brenham, TX. 77833 or by email: [wcrboffice@washingtoncountytexas.gov](mailto:wcrboffice@washingtoncountytexas.gov). Payments will be processed after confirmation that all materials and or services are satisfactory and no unauthorized materials or services have been received.
8. Washington County terms of invoice are net thirty (30) days from statement date.
9. **Price Escalation: Due to the volatility of the market, Washington County will review the costs of materials on a monthly basis. The contractor will be required to submit an affidavit on a monthly basis substantiating that any increase in bid costs represents an increase in the cost for services or materials and in no way represents an increase of profits, labor or other overhead. The contractor must justify his request for an increase by submitting evidence from the suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Any product delivered to or picked up by the County at the proposed new price without a properly executed statement is made at the contractor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the contractor hereby releases the County from any and all liability whatsoever to pay for delivered materials at the new price prior to the contractor's notification to the County. All increases will be subject to approval by Commissioners' Court.**  
  
**Conversely, if costs in services or materials decrease, the same amount of decrease in costs shall be passed on to the County. The County may request information to verify pricing throughout the term of the contract.**
10. Bidder shall furnish the required materials at the price quoted and will not raise the price for the first sixty (60) days of the contract regardless of price increases.
11. The County may offer a one-year extension to the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this Section shall be made for extensions of the contract period and adjustment of any price cited in

the contract. The County's option to renew the one-year extension shall be in writing, approved by Commissioners Court, and shall be signed by both parties prior to the expiration of this contract.

12. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the Contract by the County. The County shall not pay for supplies, which are unsatisfactory. The County may give contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
13. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any fiscal year, contractor may elect to terminate this agreement, with no additional liability to the County. County and contractor agree that termination shall be contractor's sole remedy under this circumstance.
14. The bid award shall be based on, but not necessarily limited to the following factors:
  - Total price
  - Special needs and requirements of Washington County
  - Washington County's evaluation of contractor's ability
  - Contractor's past performance record with any Texas county
15. If this bid is accepted and approved by the Commissioners Court then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
16. The contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
17. All insurance requirements, including workman's compensation and liability, as outlined under State law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
18. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Washington County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Washington County, Texas.
19. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
20. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
21. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES,**

**DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.**

22. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
23. If the contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
24. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

Wesley Stolz, PE  
County Engineer





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**CONTRACT**

**STATE OF TEXAS  
COUNTY OF WASHINGTON**

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, and Bid Proposal** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Washington County Commissioners Court as the governing body of Washington County did on \_\_\_\_\_, 20\_\_ award a contract to \_\_\_\_\_ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Washington County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "bidder").

**WITNESSETH**

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

**Prior Agreements Superseded**

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This Contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package

**Contract Period**

This contract is effective on May 27, 2025 and will expire on May 12, 2026.

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Washington County, Texas, effective as of the date awarded above, if any.

**CONTRACTOR**

BY: \_\_\_\_\_  
AUTHORIZED AGENT

**WASHINGTON COUNTY**

BY \_\_\_\_\_  
County Judge

ATTEST: \_\_\_\_\_  
Washington County Clerk

**Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.**





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**SPECIFICATIONS**

**Bid Purchase:** The County reserves the right to purchase services from another contractor if the successful bidder cannot fill an order when needed.

**Competence of Company:** To be entitled to consideration, the contractor shall have available, under its direct employment and supervision, the necessary organization and facilities to properly fulfill all the services required under this agreement. All equipment shall be in good mechanical condition and capable of operating 80% of the time. If a contractor is unable to fulfill the requirements under this proposal, it shall be at the sole discretion of the County Engineer and/or his designated representative(s) to take necessary steps to find a contractor which can fill the requirement(s).

**Save Harmless:** The contractor agrees to save harmless Washington County and the Road and Bridge Department from any and all claims of liability for the acts of the contractor's employee activities. The contractor also agrees to save harmless the County from any and all expenses including attorney fees incurred by the County in litigation or otherwise resisting said claims or liabilities as a result of the contractor's employee activities. Further the contractor agrees to protect, indemnify, and save harmless every kind and character brought by an employee of the contractor against the County due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission.

**Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Washington County Road and Bridge Department as Certificate Holder, should be provided prior to the beginning of any services being rendered.

Certificate of Insurance Requirements to specify the following limits:

Worker's Compensation Insurance Amount – Statutory  
Comprehensive General Liability Insurance: \$500,000.00  
Comprehensive Automobile Liability Insurance: \$500,000.00

The County shall be included as an "Additional Insured" by endorsement to policies issued for coverage listed above. A "Waiver of Subrogation Endorsement" in favor of the County shall be a part of each policy for coverage listed above.

**Performance Bond:** If the amount on contract is in excess of \$25,000.00 the contractor must provide a performance bond:

- Solely for the protection of Washington County,
- In the amount of the Contract;

- Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

The Bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.

**Payment Bond:** If the amount of the contract is in excess of \$25,000, the contractor shall provide a payment bond solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a subcontractor who provided labor or material and in the amount of the contract. The payment bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.

**Contractor Personnel:** All personnel must have complete knowledge of the seal coating process. All equipment /machine operators must be experienced in operating equipment. A Project Supervisor or Job Foreman must be on the job at all times and supervise crew to insure speedy, efficient completion of project. Contractor responsible for all personnel to leave project area in a clean manner on a daily basis and upon completion of said road project

**Contractor Equipment:** The contractor shall furnish all machinery and equipment. Contractor should provide enough pneumatic rollers, or 3 wheel flat rollers to properly set aggregate to maintain keeping up with chip spreader.

**Traffic Control:** Contractor to provide all necessary traffic control devices as specified in the Texas Department of Transportation's – MUTCD. Contractor will also be responsible to provide all necessary personnel for traffic control.

**Materials Used:** All materials are to meet or exceed TX DOT Texas Standard Specifications of 2014. Washington County and its representatives reserve the right to periodical testing of any and all material. No modified aggregates to be used. All aggregate to be clean washed. Contractor will be required to supply County Representative with all delivery tickets for each location and road, which shall include all oil and aggregates.

**Rates of Application:** County reserves the right to alter rate of application of tack oil and aggregates as necessary.

**Stockpile Sites:** Contractor to be responsible for acquiring all necessary stockpile sites needed for intended projects. It is imperative all stockpile sites be cleaned and any remaining aggregate be removed promptly. Should this create a problem, please coordinate with the County Engineer or their representatives.





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**PROPOSAL FOR SEAL COATING**

All labor, equipment, materials, and hauling required for the job on prepared road base.

1. Rollers will be light pneumatic self-propelled or 3 wheel flat. (Two Pass minimum)
2. The asphalt shall be distributed with a self-propelled distributor equipped with a spray bar, heaters, and a means whereby the number of gallons may be calculated.
3. Aggregate shall be distributed with a self-propelled chip spreader. (A tailgate spreader will not be allowed).
4. Sweeping will be required using a self-propelled power broom.
5. All aggregate to be clean washed.
6. Refer to TxDOT 2014 Specifications, Item 300 (Asphalts, Oils and Emulsions)  
Item 302 (Aggregate for Surface Treatment)

**ONE (SINGLE) COURSE TREATMENT (TxDOT-ITEM 316):**

Item	Aggregate Type	Application Rate	Binder	Application Rate	Bid Price \$	Per Unit
1.	Type B Grade 3	1 cy/85 sy	AC10	0.47 gal/sy		/ sy
2.	Type PB Grade 4	1 cy/110 sy	AC10	0.30 gal/sy		/ sy

**TWO (DOUBLE) COURSE TREATMENTS (TxDOT -ITEM 316):**

**FIRST COURSE:** Apply 1cy/85sy Type B Grade 3 on 0.47 gal/sy of same type binder as specified below.

**SECOND COURSE:** As described below.

Item	Aggregate Type	Application Rate	Binder	Application Rate	Bid for Complete Two Course Treatment	
					Bid Price \$	Per Unit
3.	Type PB Grade 4	1 cy/ 110 sy	AC10	.28 gal/sy		/ sy

*Submitted by:*

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

**Failure to sign the contract page (page 6 of this bid packet) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.**



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**CONTRACTOR/BIDDER'S AFFIRMATION**

Contractor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

Contractor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.076 (a) of the Texas Local Government Code, Contractor/Bidder, hereby affirms that Contractor/Bidder:

\_\_\_\_\_ Does not own taxable property in Washington County.

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

\_\_\_\_\_  
Name of Contracting Company

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address





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**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code (Chapter 176) requires the filing of Conflict of Interest Questionnaires by individuals and businesses.

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Washington County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Washington County
- Businesses and individuals who seek to contract with Washington County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Washington County

The forms for reporting are available at <https://www.ethics.state.tx.us/forms/conflict/>

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Washington County Clerk by mailing the completed form to:

Washington County Clerk  
100 East Main, Suite 102  
Brenham, TX 77833