



**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

INVITATION TO BID

ITEM: Emergency Debris and Tree/Limb Removal
BID NUMBER: WCRB 2025-10

DUE DATE- **December 5th, 2024 @ 10:00 am**
Washington County Clerk's Office
100 E Main St, Suite 102
Brenham, Texas 77833

Date of Opening: **December 5th, 2024 @ 10:00 am**
Location: Washington County Courthouse
Commissioners Court Chambers
100 E Main St, Suite 103
Brenham, Texas 77833

Date of Award: **December 17th, 2024 @ 9:00 am**
Location: Washington County Courthouse
Commissioners Court Chambers
100 E Main St, Suite 103,
Brenham, Texas 77833

Period of Contract: January 1, 2025 thru December 31, 2025

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, Tx 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 fax bids will be accepted.**

3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initiated by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Washington County Engineer and the approval of the Commissioners Court.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 Services, County Engineer, Brenham, Tx, 77833. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Washington County terms of invoice are net thirty (30) days from statement date.
9. 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 any price increases.
10. The County may extend 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 shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in sixty (60) day increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of original contract period plus one hundred and eighty (180) days.
11. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the determination 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.
12. Quantities indicated in the bid are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
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:
 - a. Total price
 - b. Special needs and requirements of Washington County
 - c. Washington County's evaluation of Contractor's ability
 - d. 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 unless agreed upon by both parties.
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 workers' 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, P.E.
County Engineer



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

CONTRACT

STATE OF TEXAS
COUNTY OF WASHINGTON

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Scope, Specifications, Work Order, Proposal, and Bid Sheet(s)** 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.

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

WASHINGTON COUNTY

BY: _____
AUTHORIZED AGENT

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.



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

SPECIFICATIONS

1. **Description** – Remove and dispose of trees and other vegetation of various sizes and diameters, located within the county right-of-way, as directed by the county engineer or their representative. Tree removal under this contract will include the removal of all branches, twigs, bark, leaves and large wood.
 - The stump must be cut to within six (6) inches of the ground.
 - No portions of the tree may be cut or partially cut and left incomplete or unattended.
 - No limbs or other debris may be left obstructing roads unless appropriately barricaded or a ground person is on site.
 - No road may be closed for work before 8:00 AM and not after 3:30 PM.
 - The work site must be thoroughly cleaned up before the site is considered finished and complete.

The Contractor shall provide and furnish all labor, materials, equipment, necessary tools, expendable equipment, supplies, personnel, and insurance provided by the specifications, required to perform and complete in a workmanlike manner. Workmanship is to be in accordance with all specifications and meet the satisfaction of the county engineer or their designated representative.

Any tree or limb over sixty (60) feet in height from the base of the natural ground is outside the scope of this contract.

2. **Disposal** – All vegetation shall be disposed of at a County approved TCEQ permitted location.
3. **Payment** – Payment shall be dispersed in the manner outlined in the attached bid form. Tree diameter shall be measured at three (3) feet from natural ground. Limb diameter shall be measured where limb is to be cut.
4. **Temporary Closure** – No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period. The Contractor will be responsible for notifying the Washington County Engineering and Development Services Department when roads are scheduled or required to be temporarily closed and when they are reopened.
5. **Signage** – The Contractor will be required to provide signage and barricades for the work area in accordance with the Texas Manual of Uniform Traffic Control Devices.
6. **Hours of Work** – Work hours will be left to the discretion of the Contractor. No work shall be performed on weekends and holidays without the approval of the County Engineer.

7. **Damage to County Property** – Any and all damages to the county right-of-way, roadway base or pavement, will be repaired at the Contractor's expense with like materials at the Contractor's expense, to original condition and to the satisfaction of the county engineer.
8. **Damage to Private Property** – Any and all damages, including but not limited to, damage or destruction of phone pedestals, mailboxes, trees, shrubs, or fencing on private property shall be repaired or replaced at the Contractor's expense. No work shall be performed on private property without order
9. **Debris Removal from Private Property** – Contractor shall not operate beyond public rights-of-way, public easements, or any public property unless approved in writing by a designated County representative.
 - Contractor shall remove and relocate debris to final disposal site.
 - This service shall commence upon receipt of the completed right-of-entry form and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the County.
10. **Texas One Call** – The Contractor shall be responsible for the notification to the Texas One Call System when and where required. Any damage to a communication or utility apparatus, located within the county right-of-way or on private property, shall be reported immediately with the repair expense being the sole responsibility and obligation of the Contractor.
11. **Safety** – The Contractor shall be solely responsible for the safety of his crew and all observers and shall maintain workers' compensation insurance as required by Texas Workers' Compensation Laws. The Contractor shall perform all work in accordance with OSHA standards and other applicable regulations.
12. **Insurance** – Contractor shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Washington County Engineering and Development Services Department as certificate holder, should be provided prior to the beginning of any services being rendered.

Certificate of Insurance Requirements to specify the following minimum limits:

Workers' Compensation Insurance Amount – Statutory

Comprehensive *General Liability Insurance Amount – \$500,000.00

Comprehensive Automobile Liability Insurance Amount – \$500,000.00

- General liability insurance shall include the following coverage: (1) Damage to or from existing underground utilities; (2) Collapse of land or buildings; and (3) Personal injury liability.
- Policy limits: The policy limits of the insurance required on this project shall be at least \$500,000 for each person; \$500,000 for each occurrence; and \$500,000 property damage. Insurance coverage shall include a \$1,000,000 excess limit umbrella policy.

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.

13. **Schedule** – Work is to commence within 10 business days of written notice to proceed from Washington County.
14. **Pre-construction Meeting** – A pre-construction meeting may be held at time of notice to proceed issuance. Project schedule and individual points of concern should be identified, discussed and resolved.
15. **Invoicing** – Invoices shall include the location(s) of the debris picked up, weight ticket generated from disposal site and work order originated from the County (if applicable) sent to the Washington County Engineering and Development Services Department. Payments will be processed after confirmation that all work performed has been completed satisfactorily.
16. **Performance** – All work shall be performed to the satisfaction of the county engineer or their designated representative. If upon inspection by the county engineer or their representative the work is found to be unsatisfactory, the work shall be corrected at Contractor's sole expense and at no additional charge to County, within 10 business days from the date of notice. The decision of the county engineer or their designated representative shall be final.
17. **Term** – All work performed under this contract shall commence upon written notice of the county engineer.

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.



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

2025 PROPOSAL FOR EMERGENCY DEBRIS AND TREE/LIMB REMOVAL

Diameter	Unit	Unit Rate	Comments
Tree Removal (Height 0'-30')			
Removal of trees that may be uprooted, dead, or encroaching into the public right-of-way, streets and roads.			
0-6"	EA		
6.1"-12"	EA		
12.1"-18"	EA		
18.1"-24"	EA		
24.1"-30"	EA		
30.1"-36"	EA		
36.1"-42"	EA		
>42"	EA		

Tree Removal (Height 30'-60')			
Removal of trees that may be uprooted, dead, or encroaching into the public right-of-way, streets and roads.			
0-6"	EA		
6.1"-12"	EA		
12.1"-18"	EA		
18.1"-24"	EA		
24.1"-30"	EA		
30.1"-36"	EA		
36.1"-42"	EA		
>42"	EA		

Limb Removal (Length 0-15')

Removal of dangerous hanging limbs (hangers) over public right-of-way, streets and roads.

0"-4"	EA		
4.1"-6"	EA		
6.1"-8"	EA		
8.1"-10"	EA		
10.1"-12"	EA		
>12"	EA		

Limb Removal (Length >15')

Removal of dangerous hanging limbs (hangers) over public right-of-way, streets and roads.

0"-4"	EA		
4.1"-6"	EA		
6.1"-8"	EA		
8.1"-10"	EA		
10.1"-12"	EA		
>12"	EA		

Emergency Debris Removal

Clearing and/or removing debris from the public right-of-way, streets and roads.

Various sizes	TN		
---------------	----	--	--

Submitted by:

Company Name: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____



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@washingtoncountytx.gov

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 purchase 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



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

CONFLICT OF INTEREST DISCLOSURE

Beginning January 1, 2006 a new state law (Chapter 176 of the Texas Local Government Code) 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 http://webdev.ethics.state.tx.us/whatsnew/conflict_forms.htm

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