

3650 HWY 36 N., Brenham, Texas 77833

Phone: (979)277-6275

Email: WCRBoffice@washingtoncountytx.gov

### **INVITATION TO BID**

ITEM: Culverts

BID NUMBER: WCRB 2025-02

DUE DATE- December 5<sup>th</sup>, 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, Suite103, 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 <u>Washington County Clerk's Office</u>, 100 East Main St., Room 102, Brenham, <u>Tx 77833</u> 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.
- 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 Bids may be withdrawn at any time prior to the official opening.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 initialed 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 After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Washington County Engineer and the approval of the Commissioners Court.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. 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 any price increases.
- 11. 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.
- 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 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.
- 13. 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.
- 14. 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.
- 15. 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
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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



3650 HWY 36 N., Brenham, Texas 77833 Phone: (979)277-6275

Email: WCRBoffice@washingtoncountytx.gov

#### CONTRACT

## STATE OF TEXAS COUNTY OF WASHINGTON

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/ Instructions, Specifications, 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 Commission	ers 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 an authorized representative of each party.

### 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 engaged in this type of business prior to the official opening of this bid.

Pursuant to 262.0276 of the Texas Local Government Code, Contractor/Bidder hereby affirms that Contractor/Bidder is not indebted to Washington County.

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

CONTRACTOR	WASHINGTON COUNTY
BY:	BY
AUTHORIZED AGENT	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.



## 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

### **SPECIFICATIONS**

- 1. **Bid Purchase:** The County reserves the right to purchase services or materials from another supplier if the successful bidder cannot fill an order when needed.
  - HB 1295: Vendor must complete Form 1295 online with the Texas Ethics Commission ("TEC"). The TEC
    website can be accessed at http://www.ethics.state.tx.us/file/. Business entities MUST complete Form 1295
    online prior to contracting with Washington County.
    - a.) Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right hand corner of the form.
    - b.) The business entity must then execute a hard copy of the form and submit it to Washington County with the submitted bid documents. Failure to submit Form 1295 with bid documents will result in disgualification.
    - c.) Example form included.
  - 3. Conflict of Interest Questionnaire 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.
    - a.) The law applies to:
      - 1. Businesses and individuals who contract with Washington County,
      - 2. Businesses and individuals who seek to contract with Washington County, (regardless of whether a bidder is awarded the contract), and
      - 3. Agents who represent such businesses in their business dealings with Washington County.
    - b.) 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.
    - c.) This form can be accessed at https://www.ethics.state.tx.us/forms/CIQ and <u>must be returned with the submitted bid documents</u>.
  - 4. **References** Provide at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided on attached form.
  - 5. Request for Taxpayer Identification Number and Certification Vendor must complete a W-9 Form as attached.

## All prices are F.O.B. Washington County Engineering and Development Services, 3650 Hwy 36 N, Brenham, Texas 77833

### 2025 PROPOSAL FOR CULVERTS

CORRUGATED METAL PIPE SPECIFICATIONS: (CONFORM TO ASTM-A760)							
Diameter (in)	Corrugation	Gauge	Bid Price (\$/LF)	Gauge	Bid Price (\$/LF)	Gauge	Bid Price (\$/LF)
12	2 2/3 x 1/2			14		16	
15	2 2/3 x 1/2			14		16	
18	2 2/3 x 1/2			14		16	
24	2 2/3 x 1/2			14		16	
30	2 2/3 x 1/2			14		16	
36	2 2/3 x 1/2	12		14			
48	2 2/3 x 1/2	12		14			
36	3 x 1	12		14			
48	3 x 1	12		14			
54	3 x 1	12		14			
60	3 x 1	12					
72	3 x 1	12					

Washington County spends approximately \$30,000 per year on the purchase of culverts, consisting of various sizes.

Title:
Date:
Fax Number:

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 <u>et seq.</u>, and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, <u>et seq.</u>

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

	_Does not own taxable property in Wa	ashingto	on County.					
	_Does not owe any ad valorem tax Washington County.	xes to	Washington	County	or is	not	otherwise	indebted
By: Signa	ature of Company Official Authorizing Bid		Date:					

to

R	REFERENCE ONE			
Government/Company Name:				
Address:				
Contact Person and Title:				
	Fax:			
	Scope of Work:			
	EFERENCE TWO			
Government/Company Name:				
Address:				
Contact Person and Title:				
Phone:				
	Scope of Work:			
REFERENCE THREE				
Government/Company Name:				
Address				
Contact Person and Title:				
Phone:				
Contract Period:				



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### **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

				1
CERTIFICATE OF INTE	ERESTED PARTIE	S	F	огм <b>1295</b>
			OFFICI	USE ONLY
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6			55.000(4000)1757(1000)145	Contentation (Contents) (Contents
Name of business entity filing form, entity's place of business.	and the city, state and count	ry of the business	1	110
				$\mathcal{N}$
Name of governmental entity or sta which the form is being filed.	te agency that is a party to th	ne contract for	زيد.	skile
3 Provide the identification number u and provide a description of the ser			o track of ident do the contra	ify the contract, ct.
4		6	,	
Name of Interested Party	City, State, Country		ure of interest (	check applicable)
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	no.			
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	21			
24	Y			
5 Check only if there is No litteres	sted Party.			
6 UNSWORN DECLARATION				
My name is		, and my date of birth is		B
My address		F 4 15	10 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1
(street)  I deviate under penalty of perjury that the fo	regoing is true and correct.	(city) (st	ate) (zip code)	(country)
Executed in County,	State of, on the	day of	, 20	
		(m	nonth) (ye	ar)
	Signature	e of authorized agent of (Declaran		ss entity
AD	D ADDITIONAL PAGES	AS NECESSAR	Y	

www.ethics.state.tx.us

Form provided by Texas Ethics Commission

Contract WCRB 2025-02 Page 12 of 13

Revised 12/22/2017

Form W-9
(Rev. October 2018)
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.

Internal	Revenue Service	ructions and the late	ist information.					
	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							
pe. ons on page 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Single-member LLC  S Corporation	4 Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3):  Exempt payee code (if any)						
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax put is disregarded from the owner should check the appropriate box for the tax	member LLC that is disregarded from the owner unless the owner of the LLC is orn the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that						
8	Other (see instructions) ►			(Applies to acco	unis mentavied	autside m	wUS.	
S	5 Address (number, street, and apt. or suite no.) See Instructions.		Requester's name	and address (	optional)			
See								
ď	6 City, state, and ZIP code							
	7 List account number(s) here (optional)							
Par	Taxpayer Identification Number (TIN)							
Enter	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to av	old Social se	curity number	ÞF	-		
	p withholding. For individuals, this is generally your social security num						$\overline{}$	
reside	int alien, sole proprietor, or disregarded entity, see the instructions for I	Part I, later. For other		-	l -i	1 1	- 1 1	
entitie	s, it is your employer identification number (EIN). If you do not have a r	rumber, see How to go	et a		┙┕	Ш	$\perp$	
TIN, I	iter.		or					
Note:	If the account is in more than one name, see the instructions for line 1.	Also see What Name	and Employe	r identificatio	n number			
	er To Give the Requester for guidelines on whose number to enter.				TT		=	
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						Щ		
Par								
Unde	penalties of perjury, I certify that:							
2. l ar Şer	number shown on this form is my correct taxpayer identification number not subject to backup withholding because: (a) I am exempt from bacvice (IRS) that I am subject to backup withholding as a result of a failur longer subject to backup withholding; and	kup withholding, or (b	) I have not been	notified by t	he Internal	Rever ne tha	nue at I am	
3. I ar	n a U.S. citizen or other U.S. person (defined below); and							
	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporti	na is correct.					
	ication instructions. You must cross out item 2 above if you have been no			biggt to book	um suithbal	dina h	0031150	
you h	ave failed to report all interest and dividends on your tax return. For real es sition or abandonment of secured property, cancellation of debt, contributi than interest and dividends, you are not required to sign the certification, b	tate transactions, item ons to an individual reti	2 does not apply. F frement arrangeme	or mortgage nt (IRA), and	interest pa generally, p	id, sayme	nts	
Sign			Date►					
Ge	neral Instructions	• Form 1099-DIV (d	lividends, includin	g those from	stocks or	mutu	al	
	on references are to the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (various types of income, prizes, awards, or gross						
noted.  Future developments. For the latest information about developments		proceeds) • Form 1099-B (stock or mutual fund sales and certain other						
	d to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.	transactions by brokers)  • Form 1099-\$ (proceeds from real estate transactions)						
Pur	pose of Form	Form 1099-K (merchant card and third party network transactions)						
	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home 1098-T (tuition)</li> </ul>	mortgage interes	it), 1098-E (s	tudent loa	n inter	rest),	
ident	fication number (TIN) which may be your social security number	• Form 1099-C (car	nceled debti					
(SSN), individual taxpayer identification number (ITIN), adoption		• Form 1099-A (acc	,	nment of se	cured prop	ertv)		
	yer identification number (ATIN), or employer identification number						nt	
amou	to report on an information return the amount paid to you, or other int reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.						
	ns include, but are not limited to, the following. m 1099-INT (interest earned or paid)		If you do not return Form W-9 to the requester with a TIN, you might e subject to backup withholding. See What is backup withholding, ter.					