



**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:** Oil, Asphalt & Emulsion  
**BID NUMBER:** WCRB 2025-05

**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 5<sup>th</sup>, 2024 @ 10:00 am**  
**Location:** Washington County Courthouse  
Commissioners Court Chambers  
100 E Main St, Suite 103  
Brenham, Texas 77833

**Date of Award:** **December 17<sup>th</sup>, 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 category 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 Bids may be withdrawn at any time prior to the official opening.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 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 After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Washington County engineer and the approval of the Commissioners Court.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 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 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:
  - 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
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. References to the Texas Department of Transportation Publication, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014), called "THD", are used in the specifications. Changes to these specifications are noted in the bid documents.
26. 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



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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, 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 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: \_\_\_\_\_  
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.**



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**SPECIFICATIONS**

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

1. **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 disqualification.
  - c. Example form included.
2. **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:
    - i. Businesses and individuals who contract with Washington County,
    - ii. Businesses and individuals who seek to contract with Washington County, (regardless of whether a bidder is awarded the contract), and
    - iii. 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 must be returned with the submitted bid documents.
3. **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.
4. **Request for Taxpayer Identification Number and Certification** – Vendor must complete a W-9 Form as attached.

**All prices unless exempted below are F.O.B. Washington County Engineering and Development Services 3650 Hwy 36 N., Brenham, Texas 77833**  
**AC-10 (300), HMA (340), Hot Mix Cold Laid (334) prices are for delivery to project site located within Washington County**

**2025 OILS, ASPHALTS AND EMULSIONS  
 BID PROPOSAL**

ITEM	\$/gallon OVER 5,000 gallons	\$/gallon UNDER 5,000 gallons	State Approved Yes or No
<b>AC-10</b> TxDOT Item 300			
Anticipated usage approximately 160K gallons annually			
	\$/gallon OVER 5,000 gallons	\$/gallon UNDER 5,000 gallons	State Approved Yes or No
<b>SS1 Asphalt Emulsion</b>			
Anticipated usage approximately 35K gallons annually			

\$/gallon up TO 3,000 gallons	
<b>CRS-2</b>	
Anticipated usage approximately 10K gallons annually	
<b>Demurrage Charge</b>	Per hour / after how many hours
<b>Pump and Hose Charge</b>	

HOT MIX, COLD LAID ASPHALT, COLD PATCH, COLD MIX	Delivered \$/Ton
<b>Hot Mix- Cold Laid-TxDot-Item 334, Type D</b>	
<b>CMA – WG DMS 9202</b> (Anticipated usage approximately 850 tons)	
<b>HMA - Dense Graded</b> TxDOT-Item 340, Type D, PG 64-22	
(Anticipated usage approximately 5,000 tons)	

**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.

By: \_\_\_\_\_  
*Signature of Company Official Authorizing Bid*

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_



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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](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

**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.	<b>OFFICE USE ONLY</b>
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.	
<b>2</b> 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 services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is no Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Must file online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)

