



**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:** Right-Of-Way Mowing  
**BID NUMBER:** WCRB 2024-01

**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 and services 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 Bids may be withdrawn at any time prior to the official opening.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 initiated 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 After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Washington County, County Engineer and the approval of the Commissioners Court.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 services 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 Road & Bridge Department, County Engineer, 3650 SH 36 N., Brenham, TX. 77833. 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 operation costs 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 and in no way represents an increase of profits, labor or other overhead. The contractor must justify their 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 materials and/or services 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 services 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. 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 with the exception of a change arising.
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 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.
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, PE  
County Engineer



**WASHINGTON COUNTY**  
**ENGINEERING AND DEVELOPMENT SERVICES**  
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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 is effective on January 1<sup>st</sup>, 2025 and will expire on December 31<sup>st</sup>, 2025 with the option of a one (1) year extension.

**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.**



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ENGINEERING AND DEVELOPMENT SERVICES**

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## **SPECIFICATIONS**

**General:** Mow the roadside with mowing equipment meeting the satisfaction of the County Engineer. All equipment shall be in good working order with slow moving vehicle emblems that are in good condition. Set the mowing height at 6" or as directed by the County Engineer. Hand trimming is not required but rights of ways shall be mowed completely and within one (1) foot of all signs, culverts, telephone pedestals, fences and all other appurtenances. Provide advanced warning for mowing operations in accordance with "Texas Department of Transportation Roadside Traffic Control Plan (RS-TCP-05) and provide safe passage for all vehicles travelling through mowing operations.

**Schedule:** The first cycle shall start no sooner than May 16<sup>th</sup>, 2025 and no later than June 9<sup>th</sup>, 2025 and be completed within 60 calendar days. The second cycle shall start no sooner than August 22, 2025 and no later than September 22, 2025 and be completed within 60 calendar days.

**Bid Purchase:** Washington County is requesting sealed bids to contract for the mowing of rights-of-way in Washington County, Texas. Washington County reserves the right to accept or reject any/all of the bids received and/or purchase from any State contract and/or inter-local agreements. Each precinct will be considered separately. Each bidder may provide a bid on one, more, or all precincts, but each precinct mowing contract will be considered separately based on best value to the County including cost, availability to meet mowing timelines and bidder reputation. The County reserves the right to award all, some or none of the precinct mowing contracts.

**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 as the 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.

**Contractor Personnel:** 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 work.

**Contractor Equipment:** The contractor shall furnish all machinery and equipment. Contractor shall provide enough equipment to complete each mowing cycle within a sixty (60) day period.

**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.



**Precinct 1 Road List**

<b>Road</b>	<b>Length (Miles)</b>	<b>Road</b>	<b>Length (Miles)</b>	<b>Road</b>	<b>Length (Miles)</b>
Airport Rd.	0.763	Hidalgo Falls Rd.	1.951	Prairie Hill Rd.	0.827
Allen Rd.	0.763	Holle Ln.	0.470	Prayer Ln.	0.614
Alois Ln.	0.069	Hood Hotel Rd.	0.273	Puddin Ln.	0.522
Antler Ln.	0.204	Hoot Owl Ln.	0.160	Randermann Rd.	3.839
Big Bird Ln.	0.055	Hopmann Rd.	0.748	Rau Rd.	1.142
Bluff Rd.	3.127	Horstmann Rd.	0.373	Reagan Beth Ln	0.225
Boggy Creek Rd.	2.110	Hughes Lake Ln.	1.276	Rock Island Ln	0.301
Booth Ln.	0.206	Husemann Rd.	1.657	Roxie Ln.	0.250
Borgstedte Rd	1.654	Ike Ln.	0.288	Running Ridge Rd.	0.821
Bosse Rd.	3.979	Jackson League Circle	0.922	Running River Ln.	1.700
Brown College Ln.	2.008	Jensen Rd.	0.955	Running Valley Ln.	1.327
Buck Rd.	0.980	Josephine Ln.	0.100	Sam Houston Rd.	1.931
Clover Rd.	1.301	Kettler Rd.	2.992	Sandy Hill Rd.	2.286
Conner Rd.	0.414	Kolkhorst-Schultz Rd.	1.901	Santee Ln.	0.678
Copelyn Springs Rd.	3.310	Krueger Rd.	2.941	Schwartz Rd.	2.838
Deer Rd.	0.547	Kuykendall Rd.	2.239	Seward Plantation Rd.	1.981
Devault Ln.	0.670	Kuykendall Rd.	0.492	Shed Johnson Ln.	0.185
Dill Hill Ln.	0.266	Little Rocky Rd.	2.090	South Coles Creek Ln.	0.798
Dillard Rd.	1.255	Lone Star Rd.	4.268	St. Matthew Ln.	0.280
Doe Run Creek Ln.	0.606	Lueckemeyer Rd.	0.198	St. Peters School Rd.	1.093
Dove Ln.	0.324	Mc Knight Rd.	0.299	Steinfeld Ln.	0.479
Earlywine Rd.	2.763	McCraven School Rd.	2.405	Sundown Ln.	0.142
East Boenker Ln.	0.553	Mertins Creek Ln.	4.451	Sweed Rd.	2.590
East Coles Creek Ln.	0.230	Meyer Ln.	0.750	T.S. Saul Rd.	0.130
Egypt Ln.	1.521	Mt. Falls School Rd.	1.731	Tappe Rd.	1.758
Ellermann Rd.	3.091	Mt. Pleasant Ln.	0.150	Tom Willie Rd.	0.084
Equestrian Ln.	0.633	N. Meyersville Rd.	3.195	Valley View Ln.	0.526
Felder Rd.	5.179	New Years Creek Ln.	0.412	Washington Bridge Rd.	0.625
Flat Prairie Rd.	1.337	Newman League Rd.	3.352	Washington Cemetery Rd.	1.410
Flewellen Rd.	1.979	Newman Ln.	0.549	Waters Ln.	0.405
Fuelburg-Pease Ln.	0.405	North Boenker Ln.	0.523	Wehmeyer Ln.	0.230
Gaskamp Rd.	2.695	Old Chappell Hill Rd.	0.290	Wellmann Rd.	1.782
Geick Ln.	0.320	Old FM1370 Rd.	0.063	Wernecke Ln.	1.038
Goat Farm Lane	0.321	Old Independence Rd.	4.897	Whitman Rd.	4.130
Graves Rd.	0.087	Old Navasota Rd.	1.056	Wiedeville Church Rd.	3.559
Hale Branch Ln.	0.574	Old River Rd.	0.148	Wiesepape Rd.	3.972
Harris Spring Ln.	0.148	Palestine Rd.	3.165	Winkelmann Ln.	0.646
Harry Franklin Ln.	0.572	Peach Creek Ln.	0.397	Wm Penn Rd.	4.565
Heinecke Rd.	1.337	Pickens Rd.	4.566	Wood Creek Rd.	0.382
				<b>Total</b>	<b>159.140</b>

### Precinct 2 Road List

Road	Length (Miles)	Road	Length (Miles)	Road	Length (Miles)
All Jersey Rd.	1.090	Father Jaron St.	0.109	Old Chappell Hill Rd.	7.973
Allwise Rd.	0.261	Gibbs Creek Rd.	2.059	Old Navasota Rd.	3.412
Allwise Rd.	0.450	Gin Ln.	0.179	Old Phillipsburg Ln.	1.109
Amber Circle	0.152	Hall Rd.	0.527	Old Plantation Rd.	0.729
Anderson Ln.	1.358	Haller St.	0.049	Old Plantation Rd.	1.300
Apperson Rd.	0.689	Heather Glen	0.254	Park Ln.	0.788
Armstrong School Rd.	0.850	Hueske Ln	0.289	Pebble Ln.	0.072
Azalea St.	0.385	Indian Paint Brush Rd.	1.814	Pieper Rd.	0.787
Bilski Ln.	0.691	Industrial Blvd.	0.130	Pleasant Hill School Rd.	1.126
Blue Bell Ln.	0.673	Jasmine St.	0.805	Poplar St.	0.250
Bluebonnet Blvd.	1.845	Johns St.	0.159	Providence St.	0.218
Bluehaven Hill	0.669	Jozwiak Rd.	1.034	Pulawski School Ln.	1.571
Bluehaven Hill Circle	0.514	Kamas Rd.	0.482	Randle Hill Rd.	3.278
Bradley Ln.	0.370	Kamas Rd.	0.631	Rhapsody Rd.	0.239
Brauner Ln.	0.207	Katie Ln.	0.494	River Bottom Ln.	2.210
Brazos River Ln.	2.490	Krotofil Ln.	0.520	Riverside Plantation Ln.	0.920
Browning St.	0.364	Kuhn Ln.	0.066	Roger Rd.	0.312
Buttercup Ln.	0.191	Kurt Dr.	0.709	Routt Rd.	1.154
Caney Creek Rd.	4.779	Lake Dr.	1.133	Rudy Circle	0.113
Cedar St.	0.330	Langhorn Rd.	2.477	Ryan Rd.	0.232
Chadwick-Hogan Rd.	3.229	Larkspur Ln	0.243	S. Meyersville Rd.	1.506
Chappell Gate	0.063	Lehmann Ln	0.949	Salem Cemetery Rd.	0.412
Chappell Creek Ln.	0.211	Little Cedar Creek Rd.	0.866	Salem Rd.	4.320
Chappell Grove Ln	0.232	Malinowski Ln.	0.800	Salem Rd.	1.589
Chappell Hills Dr.	0.331	Meadow Creek Ln.	0.528	Sample Cemetery Ln.	0.376
Chappell Ridge Ln.	0.314	Meier Ln.	0.340	Sander Rd.	1.039
Cheri Ln.	0.204	Melcher Ln.	0.035	Sauney Chapel Rd.	1.500
Church St.	0.144	Meleski School Ln.	0.627	Sauney Chapel Rd.	0.959
Clarann Ln.	1.170	Muellersville Ln.	0.106	Schroeder Rd.	0.383
Crestview Ln.	0.371	Mulberry St.	0.188	Sempronius Rd.	1.302
Dairy Farm Rd.	2.391	Mustang Rd.	0.938	Shirrtail Rd.	0.575
Daisy Dr.	0.164	Mustang Rd.	1.661	Ski Ln.	0.339
Dierking Rd.	1.818	New Wehdem Rd.	0.417	Spring Creek Rd.	1.763
East Cheri Ln.	0.270	New Years Creek Ln.	0.796	St. Joseph St.	0.167
East Hilltop Dr.	0.317	Nicholson Lake Rd.	3.438	Stern Rd.	2.386
Edna Mae Ln.	0.067	Nicholson Lake Rd.	0.871	Sternberg Ln.	0.214
Farm House Ln.	0.397	Oil Field Rd.	1.716	Sycamore St.	0.075

**Precinct 2 Road List (continued)**

<b>Road</b>	<b>Length (Miles)</b>
Tamy Ln.	0.492
Terrace Rd.	0.912
Tina Ln.	0.147
Toliver Rd.	0.307
Tonckawa Hills Ln.	0.467
Trackside Rd.	2.408
Trey Ln.	0.748
Turkey Creek Ln.	0.903
Valley Dr.	0.396
Walker League Ln.	1.170
Weiss Ln.	0.813
Wesley Church Ln.	0.221
West Hilltop Dr.	0.510
West Hilltop Dr.	0.358
Whiddon Rd.	1.860
Wiegat Ln.	0.229
Winecup Ct.	0.158
Wm B. Travis Ln.	0.425
Wonder Hill Rd.	3.849
Wonder Hill Square	0.943
Woodland Ranch Ln	0.473
Woodland Farms Ln	0.363
Woodlands Rd.	0.534
Woodward Springs Rd.	0.529
Zoo Ln	0.359
<b>Total</b>	<b>124.762</b>

### Precinct 3 Road List

Road	Length (Miles)	Road	Length (Miles)	Road	Length (Miles)
Affleck Rd.	1.960	Forrest Ln	0.253	Live Oak Dr.	0.405
Asa Hoxie Rd.	3.306	Fritz Rd.	0.689	Live Oak Ln.	0.413
Batdorf Ln.	0.105	Ganske Rd.	2.882	Lola Ln.	0.274
Bates Ln.	0.070	Geers Rd.	1.116	Longpoint Rd.	4.664
Beaver Rd.	2.694	Gene's Ln.	0.176	Lucky Lane	0.447
Ben Tap Ln.	0.276	Gerke Rd.	3.479	Luedemann Ln	0.403
Benton Dr.	0.409	Gideon Lincecum Ln.	0.876	Maass Rd.	0.641
Brandenburg Ln	0.364	Gilmore Rd.	0.878	Machemehl Rd.	0.542
Briar Creek Rd.	0.645	Glenblythe Rd.	2.450	Marcus Rd.	0.562
Bridle Creek Ln.	0.443	Grebe Rd.	1.533	Mayfair Ln.	2.228
Captain Scott Rd.	1.021	Griffin-Loesch Ln.	0.620	Mc Crocklin Rd.	1.150
Carey Dr	0.196	Haack Ln.	0.408	McNelly Ln.	0.745
Cedar Circle	0.282	Happy Hollow Rd.	3.405	Miss Lucy Lane	0.130
Cedar Hill Rd.	4.252	Harge Rd.	1.886	Mockingbird Rd.	2.154
Cedar Oaks Dr.	0.345	Harrisburg Rd.	1.255	Mound Hill Rd.	0.612
Chriesman Rd.	0.674	Helm Rd.	1.852	Mt. Calvary Cemetery Ln.	0.250
Christmas Rd.	1.467	Helmer Rd.	0.353	Mt. Vernon Rd.	3.901
Clay Creek Rd.	2.889	Herrmann Ln.	0.810	Mt. Zion Ln.	0.210
Clay Ln.	2.203	Hickory Bend Rd.	0.591	Muery Rd.	0.341
Cock's Crow Rd.	1.533	Hidden Valley Ln.	0.153	N. Berlin Rd.	2.353
Coles Rd.	0.482	Hilltop Acres Ln.	0.119	N. Briarwood Dr.	0.491
Coles Rd.	0.500	Hoddeville School Rd.	3.488	Natalie Ln.	0.087
Colvin Rd.	0.800	Horizon Ln.	0.072	Neumann Rd.	0.822
Cottontail Ln.	0.637	Hummingbird Rd.	1.645	Oak Bend Circle	0.300
Counsil Lane	0.229	Indian Hill Ln.	0.196	Oak Creek Ln	0.096
County Farm Ln.	0.359	Iron Bridge Rd.	2.060	Oak Hill Dr.	0.473
Crane Ln.	0.338	Janner-Kuecker Ln.	0.810	Old Burton Rd.	1.127
Creeside Dr.	0.369	Jeske Rd.	1.211	Old Gay Hill Rd.	7.048
Dannheim Rd.	2.787	Joyce Circle	0.295	Old Independence Rd.	4.757
Deep Water Blvd.	0.161	Karen Ln.	0.436	Old Landua Rd.	1.440
Deer Point Rd.	1.693	Kelm Rd.	0.461	Old Masonic Rd.	1.618
Devault Ln.	0.070	Kessel Ln.	0.380	Oliver-Earl Ln.	0.350
Dixie Rd.	1.204	Lakeview Circle	0.039	O'Malley Rd.	0.450
Dockery Ln.	0.477	Lakeview Rd.	0.670	Pelkemeyer Ln.	0.246
Dorothy Ln.	0.097	Lakewood Circle	0.417	Phillips Ln.	0.598
East Crosswinds Court	0.066	Lange Lake Rd.	2.481	Pin Oak Dr.	0.202
Edgewater Ln.	0.272	Leisure Rd.	0.270	Pitchers Ln.	0.403
Elm Dr.	0.200	Lewis Rd	0.452	Pledger Rd.	1.540
Fischer Rd.	2.717	Lillie Lange Rd.	0.337	Possum Trot	0.630

**Precinct 3 Road List (continued)**

<b>Road</b>	<b>Length (Miles)</b>	<b>Road</b>	<b>Length (Miles)</b>
Post Oak Dr.	0.102	West Crosswinds Court	0.066
Post Oak Dr.	0.136	West Oak Dr.	0.194
Quail Run Rd.	5.114	Westerfeld Rd.	0.396
Quarry Rd.	1.000	Westridge Rd.	0.608
Quarry Rd.	2.454	Whisper Ln.	0.193
Quebe Rd.	2.969	Wickford Dr.	0.089
Rehburg Rd.	5.776	Windy Acres Rd.	2.937
Richardson Ln.	1.099	Wolf Creek Rd.	2.135
Roberts Rd.	0.657	Yegua Ln.	0.272
Rocky Creek Manor	0.710	Zibilski Rd.	0.978
Rocky Hill School Rd.	1.330		
S. Berlin Rd.	0.961		
Schlottman Rd.	1.485		
Schulenberg Ln.	0.547		
Seeker Rd.	1.512		
Shadow Lawn St.	0.505		
Shady Acres Ln.	0.431		
Sierra Rd.	0.461		
Smoky Rd.	-		
Sommerville Terrace	0.640		
Spanish Oaks Dr.	0.570		
Sportsman Cir	0.162		
Spreen Rd.	1.314		
Stevens Ln.	1.086		
Strangmeier Rd.	0.798		
Sun Oil Rd.	2.670		
Sunset Rd.	0.680		
Taplin Ln.	0.675		
Tequila Ln	0.145		
Thielemann Ln.	0.565		
Tommelison Creek Rd.	3.099		
Valley Forge Ln.	0.417		
W. Briarwood Dr.	0.274		
Wauls Legion Rd.	2.676		
Weber Ln.	0.822		
Webernick Ln.	0.597		
<b>Total</b>			<b>175.546</b>

### Precinct 4 Road List

Road	Length (Miles)	Road	Length (Miles)	Road	Length (Miles)
Adamek Rd.	2.679	Harmon School Rd.	2.686	Desirable Circle	0.521
Artesian Park Lane	0.571	Hartstack Rd.	1.291	Success Court	0.201
Baranowski Rd.	2.331	Hercules Rd.	0.797	Stuart Road	0.553
Bascome Ln.	2.139	Hillside Ln.	0.470	Peters Ln.	0.236
Beckermann Rd.	2.388	Hodde Rd.	0.585	Post Oak Rd.	0.825
Bednar Ln.	0.271	Hohenwalde School Rd.	3.921	Raymond Lehmann Ln.	2.084
Boehnemann Rd.	7.814	Homeyer Mountain Rd.	4.351	Roadrunner Ln.	1.300
Boundary School Rd.	2.603	Horak Rd.	1.676	Rolling Creek Rd.	1.239
Brandt Rd.	3.296	Indian Creek Ln.	1.750	S. Berlin Rd.	1.908
Bredthauer Rd.	0.887	Jaeger Rd.	1.722	Sacred Heart Rd.	0.736
Bredthauer Rd.	2.203	Jamie Ln.	0.101	Sandstone Rd.	2.068
Brice Ln.	0.155	Jason Ln.	0.350	Sandtown Rd.	2.954
Butts Dairy Ln	0.190	Kieke Rd	1.826	Sandtown Rd.	3.197
Century Farms Rd	2.514	Kieke Rd.	0.822	Sandy Creek Ln.	0.515
Christian Cemetery Rd.	1.973	Klatt Rd.	0.191	Sawmill Rd.	4.420
Country Meadows Ln.	0.299	Knipstein Ln.	0.407	Schoenemann Rd.	2.234
Coyote Run Ln.	0.748	Koether Rd.	2.421	Serenti Ln.	0.065
Dead End Ln.	1.272	Koether Rd.	2.421	Shortcut Rd.	0.300
Deer Ln.	0.113	Latium Cemetery Rd.	-	South Hinze Rd.	0.501
Doe Run Ln.	0.466	Latium Cemetery Rd.	2.705	Springfield Ln	0.210
Dogwood Rd.	2.065	Lillian Ln.	0.596	Syler-Kramer Rd.	0.916
Eberhardt Rd.	1.547	Linda Ln.	0.396	Tigerpoint Rd.	1.749
Eckermann Rd.	2.096	Lomax-Harmel Rd.	4.412	Tori Ln	0.230
Engelbrecht Rd.	2.159	M and S Ln.	0.373	Triangle Z Ln.	0.600
Faist Rd.	1.115	Mayer Cemetery Rd.	4.176	Upshaw Rd.	2.367
Farmers Rd.	1.039	Memory Ln.	0.521	Whitebluff Ln.	0.372
Flag Pond Ln.	1.109	Moye Rd.	1.382	Wickel Rd.	3.639
Four Mile Creek Ln.	0.578	Muske-Ullrich Rd.	1.486	Wildflower Rd	1.755
Fuchs Rd.	1.729	N. Hauptstrasse St.	0.423	Wildlife Circle	1.445
Gerland Wagner Rd.	0.213	N. Turkey Creek Rd.	0.956	Wildwood Rd.	1.164
Gerland Wagner Rd.	0.196	Nixon Lake Rd.	3.762	Willie Hinze Rd.	0.790
Gerland Wagner Rd.	0.371	Oevermann Rd.	1.706	Willow Springs Rd.	3.300
Gerland Wagner Rd.	0.374	Old Loewe Ln.	0.729	Winedale Rd.	2.637
Great Oak Circle	1.030	Old Mill Creek Rd.	10.606	Winner's Ln.	0.427
Green Oak Ln.	0.213	Parkisons Ln.	0.420	Young Circle	0.334
Greenvine Rd.	2.087	Pecan Mill Ln.	1.285	Young Ln.	0.925
Grote Rd.	2.534	Pecan Glen Road	0.698		
<b>Total</b>					<b>168.504</b>



**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)

## BID FORM

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

Precinct	Description	Quantity	Unit	Unit Cost	Total Cost
Precinct 1	Right-Of-Way Mowing (Two Mowing Cycles)	159.140	Miles	\$ _____	\$ _____
Precinct 2	Right-Of-Way Mowing (Two Mowing Cycles)	124.752	Miles	\$ _____	\$ _____
Precinct 3	Right-Of-Way Mowing (Two Mowing Cycles)	175.546	Miles	\$ _____	\$ _____
Precinct 4	Right-Of-Way Mowing (Two Mowing Cycles)	168.504	Miles	\$ _____	\$ _____

**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.**



**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)

### **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.

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: \_\_\_\_\_



**WASHINGTON COUNTY**  
**ENGINEERING AND DEVELOPMENT SERVICES**  
**Wesley Stolz, P.E. County Engineer**  
3650 HWY 36 N., Brenham, Texas 77833  
Phone: (979)277-6275  
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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

**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>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the 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 is \_\_\_\_\_ (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\_\_\_\_.

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

**ADD ADDITIONAL PAGES AS NECESSARY**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">       </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">       </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; text-align: center;">               </td> </tr> </table>		-		-	
	-		-			
or						
<b>Employer identification number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">       </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">       </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; text-align: center;">               </td> </tr> </table>		-		-	
	-		-			

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*