



**The Woodlands Township Park and Recreation
8203 Millennium Forest Dr.
The Woodlands, TX 77381**

Invitation for Bid

**Pool Deck Refurbishment, Contract Number: C-2021-0223
Pool Replaster, Contract Number Pool Replaster: C-2021-0222**

Mandatory Pre-Bid Meeting Bid at 9:00 a.m. CST	June 29, 2021
Deadline for Written Questions at 5:00 p.m. CST	July 2, 2021
Bids Due by 1:00 p.m. CST at 8203 Millennium Forest Dr, The Woodlands, TX 77381	July 9, 2021

General Standards and Specifications

Bidder shall **complete every space** in the bidder proposal column with either **signed initials** to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications. Bidder may submit additional information explaining any proposed deviation.

1	GENERAL	Bidders Initials
1.1	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.2	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
1.3	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at www.thewoodlandstowship-tx.gov/bids .	
1.4	Bidders should carefully examine the bid documents, specifications and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.5	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.6	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.7	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.	
1.8	There will be no public bid opening; however, bid tabulations and related bid documents will be released once the Board of Directors has reviewed and approved them if needed.	
1.9	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	

1.11	It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, offices, terminals, parks, pools and sports fields are continually growing and the successful contractor must be capable of handling contract additions throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.12	Contractor shall be capable of receiving communication by web, email, or via phone call/message.	
1.13	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Township to Contractor unless agreed upon in advance in writing by the Township.	
1.14	Contractor shall remove all rubbish, waste and discarded material on a daily basis that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.15	Each employee will be identified by a company uniform (shirt, pants or cap) and vehicles will be clean, and all marked with company name.	
1.16	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
1.17	Equipment must be well maintained and in good condition.	
1.18	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.19	Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Friday. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with lake/pond, park and/or community activities.	
1.20	The facilities will remain open for use by the public when contractor is performing its maintenance operation.	
1.21	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas in and around where the work is taking place.	
1.22	Each contractor is responsible for repairing any damage to the existing facilities, irrigation, utilities, landscape or grounds that occurred as a result of work, where applicable.	
1.23	Service can only be requested by authorized personnel who include Township staff having a title of Supervisor, Superintendent/Manager, Asst. Director, Director, Assistant General Manager, or President/General Manager.	
1.24	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by The Woodlands Township designee.	
1.25	The following exhibits are within this document: Exhibit A - Specifications Exhibit B - Bid Tabulation Form Exhibit C - Pool Maps Exhibit D - Bid Certification Exhibit E - Addendum Acknowledgement Exhibit F - Conflict of Interest Questionnaire Exhibit G - References Exhibit H - Statement of Qualifications	

	Exhibit I - Subcontractors Exhibit J - Insurance Requirements Exhibit K - Bid Bond Sample Exhibit L - Performance/Payment Bond Sample Exhibit M - Bid Submission Checklist	
2	LAWS, REGULATIONS, AND INSURANCE	Bidders Initials
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to The Township copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
2.5	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
2.6	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
2.7	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	
3	INSTRUCTIONS	Bidders Initials
3.1	A Mandatory Pre-Bid Meeting will take place starting at Wendtwoods Pool: 8950 Creekside Green Dr., The Woodlands, TX 77375 followed by Sawmill Pool: 2200 Millpark Dr., The Woodlands, TX 77380 on Tuesday, June 29, 2021 at 9:00 a.m. CST.	
3.2	INTERPRETATIONS AND ADDENDA- All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Marty Mulgrew, Aquatics Superintendent at mmulgrew@thewoodlandstowship-tx.gov . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. All questions are to be received no later than Friday, July 2, 2021 at 5:00 p.m. CST. Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website http://www.thewoodlandstowship-tx.gov/bids	

3.3	Sealed bids , addressed to The Woodlands Township, 8203 Millennium Forest Dr, The Woodlands, TX 77381, Attention: Marty Mulgrew, Aquatics Superintendent, must be received at the above address no later than Friday, July 9, 2021 at 1:00 p.m. CST for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide Pool Deck Refurbishment and Pool Replastering based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package. No electronic bids or emailed bids will be accepted.	
3.4	Each sealed envelope containing the bid(s) must be clearly marked on the outside BID for Pool Deck Refurbishment, C-2021-0223 & Pool Replaster, C-2021-0222 and the envelope should bear on the outside the name of the bidder and company their address.	
3.5	All companies bidding on this project must include the information outlined in the ITEMS TO BE INCLUDED IN BID SUBMITTAL such as bid checklist, bid bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.	
3.6	All Bids must be made on the required BID TABULATION FORM. All blanks spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.	
3.7	Bidder is required to submit three (3) references of previous projects of similar or like nature.	
3.8	Bid Bond -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of five-thousand dollars (\$5,000.00), payable to The Woodlands Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.	
3.9	Performance/Payment Bond -Contractor is required to provide The Woodlands Township a performance/payment bond in the full amount of the contract after contract award and prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost (s). See attached for sample of Performance Bond.	
4	SCOPE OF WORK	Bidders Initials
4.1	Selected Contractor to supply all necessary, personnel, tools, machinery, materials, supplies and equipment to perform the work as specified herein.	
4.2	Contractor is responsible for obtaining such supplies, materials and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	
4.3	Service locations are public and extremely sensitive to disruption. Contractor must ensure the general public and user's safety when performing services in and around all locations.	
4.4	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
4.5	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	

4.6	<u>Specifications – See Exhibit A</u>	
5	INVOICING AND PAYMENT	Bidders Initials
5.1	Evaluation of bid takes into account the following considerations: price, references, familiarization with The Woodlands, etc.	
5.2	THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.	
5.3	Unit price shall be inclusive of all charges (staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).	
5.4	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice and the Contractor is not in default under the provisions of this contract.	

Exhibit A - Specifications

Pool Deck Refurbishment Specifications		Bidders Initials
Wendtwoods Pool Deck		
1	Contractor will install barriers or coverings to surfaces to reasonably prevent debris from entering the pool/tank or getting onto the railings or other fixtures such as guard stands, handrail, fences, landing pads, ladders, play features, brick, CMU or wooden walls, slides, deck drains, and shade structure posts during the deck refurbishment process.	
2	Contractor will also protect drainage systems and deck-mounted tiles by taping over or otherwise completely covering deck-mounted tiles and deck drains during the coating and painting process, later removing these covering materials after the painting is complete and expansion joint work has been finished. Contractor should not attempt to wash heavy materials or significant amounts of sand down the deck drains as the pipes are small.	
3	Contractor will remove and properly dispose of approximately 21,000 square feet of existing cool decking material, but not to include curbing around pool area. Contractor should verify area during mandatory pre-bid meeting.	
4	Fully remove all expansion joints around pool area and, following proper installation of an appropriate backer material, replace with Deck-O-Seal or equal product that has been mixed to match the deck color. Expansion joint material should have all non-skid material such as sand mixed into the sealant materials when still wet rather than only laid on top during or after the drying process. Estimated 2,270 linear feet of expansion joint, but bidder needs to verify the actual length during mandatory pre-bid meeting.	
5	Contractor will clean all deck areas and pressure wash thoroughly before installation or application of any new material, including painting.	
6	Contractor will replace deck section underwater (zero depth area) with a pebble tec or equivalent product that can be used above and below the pool water line. Color to be chosen by owner. Approximately 240 square feet (4 ft. high by 60 ft. wide). Contractor should verify during mandatory pre-bid meeting.	
7	Contractor will address all deck areas that are rust stained or that have loose/missing pieces of concrete before repainting on top of it. Any patches should use standard concrete patching processes and materials. At least one known 8" x 8" area will require repairs.	
8	The Woodlands Township has taken significant efforts to maintain consistency of appearance and product at all pool locations. As such, Contractor is required to use deck coating products and/or services from Advanced Concrete Designs, Inc., or an approved equal for this project. Please indicate any plans to use another product or sub-contractor besides Advanced Concrete Designs, Inc., on the Sub-Contractors page below along with product specifications sheets for Township Staff to examine and approve.	
9	Where applying new texture, contractor must effectively scarify the existing concrete pool deck safely and without damage to the existing slabs to ensure new coating will adhere and then apply new textured pool deck coating 3/16" minimum thickness over the pools surfaces. Textured pool deck coating is a colored concrete resurfacing material made of cement, silica sands, and acrylic bonding agents or equal product.	

10	Regarding the paint to be used, an appropriate amount of slip-resistant additive should be included in the mixture prior to application (mixed in, rather than sprinkled on top). This applies to any paint used for deck coloring purposes and should be mixed according to the manufacturer's guidelines to ensure safe play areas.	
11	Estimated 21,000 square feet of deck space to be painted including 408 linear feet of curbing around the pool area, but bidder needs to verify the actual area.	
12	Damaged or loose concrete should be	
13	Apply color seal coats as selected by The Woodlands Township from available colors on the entire pool deck that has current texture including the bottom section of some walls and front desk.	
14	Coping stones (approximately 710 linear feet – contractor should verify) will be textured to match deck and will be painted a different color as chosen by owner than the main deck.	
15	Contractor shall provide a one (1) year warranty (materials and workmanship) against delamination, chipping, flaking, and peeling of deck coating materials and paint. Contractor shall not be responsible for future rebar staining that appears in unknown locations that were not treated during this project.	
16	Contractor will clean up the pool area of any and all construction debris and legally dispose of it at the Contractor's cost. A portable dumpster will be allowed at each site for the duration of the work at that site. Portable trailers may be allowed to be stored in parking lot as well, but must be agreed in writing. Final walkthrough will include an inspection of the pool area for project debris with a specific eye towards overspray of deck coating material onto plaster or deck tiles/equipment that have been covered with, or damaged by, new coating material. Walkthrough will also be used to confirm no there is damage found at the job site, including concrete chipped or damaged in or near the parking lot or pathway from the dumpster placement, pick-up, loading and unloading of materials, etc.	
17	Contractor will leave 5 gallon bucket of each color of paint to owner.	
Sawmill Replaster		
18	All work must be done in accordance with guidelines set forth by the National Plasterers Council. (www.npconline.org) Contractor should be prepared to support all assertions that work is being done in this manner either in writing or by providing pictures to Owner.	
19	Contractor and Owner will conduct a thorough walkthrough of each facility after the pool is drained and inspected, prior to Contractor's work beginning, to ensure full understanding of the situation. Contractor may inspect for themselves prior to this meeting to gather information for potential Change Orders but no major strip work (other than test areas) should begin until this meeting takes place and all parties have witnessed the work areas.	
20	Double saw cut around all perimeter tile, lights, returns, lane line anchors, racing line and cross tiles, main drains, play structure feature anchors and posts, etc.	
21	If later a full chip-out is deemed unnecessary [unlikely], Contractor will V-cut all cracks back by saw cutting back to structural soundness and add an appropriate and approved epoxy. Bids do not need to include this cost as none are known; but a line on the bid tabulation form will allow Contractor to state a linear-foot price for cracks if found.	

22	<p>REBAR BLEEDING: All areas in the pool shell where rust is apparent due to rebar bleeding into the plaster should be cut vertically down a minimum of two (2) inches into the gunite and horizontally out a minimum of six (6) inches in all directions (roughly a square foot), and if the offending rebar cannot be removed then an appropriate and approved epoxy sealant should be applied to the rebar to prevent future staining prior to re-filling the hole and leveling the area with matching grade materials or better.</p>	
23	<p>WATERLINE TILES, ETC: Remove and replace all damaged water line tiles, t-tiles and racing line tiles (replacing only the tiles that are damaged or need to be replaced as described below in relation to code compliance). Contractor is responsible to report any problems with water line tiles, t-tiles and racing line tiles prior to beginning plaster work - including chipping and etching. <i>Owner is not responsible for additional tiles broken during the chipping or etching process.</i> Contractor should accordingly factor in a reasonable of incidental tile damage/loss based on their work experience on similar jobs.</p> <ul style="list-style-type: none"> • Bids must include at least 10 square feet of 2" x 2" waterline tile to cover any necessary replacements. 	
24	<p>TOE TILES: Any and all toe tiles required to be compliant with the <i>Texas Department of Health – Texas Department of Health Standards for Swimming Pools and Spas</i> stipulations for <i>Class B Pools</i> should be included in the bid. Contractor should assume all existing toe tiles will be completely or mostly damaged during the chip-out process. Owner will be consulted before choosing a replacement tile. The pool has solid lines of dark-colored 2" x 2" non-glossy tiles in place for all toe tile locations and replacements should be same or similar.</p>	
25	<p>DAMAGED DEPTH MARKINGS: Replace all damaged pool depth marking tiles in the waterline with tiles approved by the <i>Texas Department of Health Standards for Swimming Pools and Spas</i> for <i>Class B Pools</i> as they relate to the depth in feet and inches. <i>Owner is not responsible for additional tiles broken during the chipping or etching process.</i> Contractor should factor in a reasonable amount of incidental tile damage/loss based on their work experience on similar jobs. There are no known broken water line depth markers at Sawmill at this time.</p>	
26	<p>If full chip-out is later determined unnecessary [unlikely], Contractor will nonetheless identify, remove, and fill all hollow spots in existing plaster and chip necessary areas to ensure proper bonding with underlying material.</p>	
27	<p>Acid wash pool plaster surface with 20 Baum muriatic acid twice to ensure proper cleaning and etching, including walls and stairs.</p>	
28	<p>Re-grout all tile as needed with an appropriate and approved product matching in grade and consistency to the existing grout, or better.</p>	
29	<p>"Plaster Day" must be coordinated with Owner ahead of time to ensure no conflicts with Parks Department or other Township/neighborhood events.</p>	

30	Plaster main pool (mix 6-bag white cement to a 7-bag white marble with no more than 1% calcium) in one monolithically poured application [one workday] to a minimum of 3/8" to 1/2" in thickness, troweled to a smooth and professional finish. Contractor will clean up the pool area of any and all construction debris and legally dispose of it at the Contractor's cost. Plaster baby pool with Pebble Tec or equivalent product according to manufacturer specifications. A portable dumpster will be allowed at each site for the duration of the work at that site. Portable trailers may be allowed to be stored in parking lot as well, but must be agreed in writing. Final walkthrough will include an inspection of the pool area for project debris. Walkthrough will also be used to confirm no there is damage found at the job site, including concrete chipped or damaged in or near the parking lot or pathway from the dumpster placement, pick-up, loading and unloading of materials, etc.	
31	Reinstall original main drain covers and return jet covers back in place and angle returns appropriately for cure-phase maintenance. Owner will have confirmed all screws and covers are present and in working order before the project is started, and Contractor is responsible to report any problems with broken baskets, return jet covers, main drain covers, gutter covers, hardware, or frames prior to beginning plaster work - including chipping and etching.	
32	Contractor will re-fill pool with water (The Woodlands Township supply) slowly, steadily, and appropriately to protect plaster from possible pitting, and then properly balance the water and care for new plaster for a minimum of 28 days in accordance with guidelines set forth by the National Plasterers Council's "Swimming Pool Start-Up Procedures". With at least 24-hours' notice, Township staff will be made available to help prime the filtration systems or activate chemical feed systems as soon as it is appropriate to do so.	
33	Contractor shall provide a five (5) year warranty (materials and workmanship) against plaster delaminating from the subsurface and cover any necessary repairs due to discoloration found during the cure phase above. Contractor will not be responsible for discoloration that presents itself after the cure phase is complete.	
34	If preferred by Contractor, Township staff will be responsible for manual cleaning of each pool between days 15-28 of the cure phase once it is permissible to use a brushed (not wheeled) vacuum, etc. However, Contractor will still remain responsible for chemical balancing during that time.	
35	Contractor will clean up the pool area of any and all construction debris and legally dispose of it at the Contractor's cost. A portable dumpster will be allowed at each site for the duration of the work at that site. Portable trailers may be allowed to be stored in parking lot as well, but must be agreed in writing. Final walkthrough will include inspection of pool area for project debris and damage found at the job site, including concrete chipped or damaged in or near the parking lot or pathway from the dumpster placement, pick-up, loading and unloading of materials, etc.	
36	Contractor will be given written notice if any other operational or other Capital project interferes with established cure-phase timelines, especially to the extent to which that project requires draining of the pool at a time not recommended by the National Plasterers Council. If at all possible that other project will be completed at the conclusion of the cure phase maintenance period. There are no such known projects at this time.	

Exhibit B -Bid Tabulation Form

		Wendtwoods Pool Deck (C-2021-0223)	Sawmill Main Pool Replaster (C-2021-0222)	Sawmill Baby Pool Replaster (C-2021-0222)
a.	Bid Amount			
b.	Payment/Performance Bond			
c.	Total Bid (Add a & b)			
d.	Days to Complete			

Exhibit C – Pool Maps

Sawmill Sprayground

2200 Millpark Dr.

The Woodlands, Texas 77380



Wendtwoods Pool

8950 Creekside Green Dr.

The Woodlands, Texas 77375



Exhibit D -Bid Certification

I, _____, certify that this bid, including the listed unit price in the bid tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to honor the unit prices as submitted throughout the term of the contract and abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

SIGNATURE

PRINT/TYPE NAME

DATE SIGNED

TITLE

COMPANY

Exhibit E - Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <http://www.thewoodlandstowship-tx.gov/bids>.

Addenda #1 _____ Date Received _____ / _____ / 2021
MM DD

Addenda #2 _____ Date Received _____ / _____ / 2021
MM DD

Addenda #3 _____ Date Received _____ / _____ / 2021
MM DD

Exhibit F - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit G -References

Please provide information from three (3) references of similar work scope, representing experience within the past five (5) years:

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

Exhibit H –Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. ***This statement must be notarized.*** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

- 1. Name of Firm - _____
- 2. Permanent main office address - _____
- 3. If a corporation, where incorporated - _____
- 4. How many years have you been engaged in the commercial pool construction business? Under what firm or trade names and how long under each?

- 5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):

- 6. Are you licensed as Contractor in the State of Texas?
Yes____ No____ If “Yes”, please provide Contractor numbers?

- 7. General character of work performed by your firm - _____

- 8. Has your firm ever failed to complete any work awarded to you?
Yes____ No____ If “Yes”, where and why?

- 9. Has your firm ever defaulted on a contract?
Yes____ No____ If “Yes”, where and why?

10. List 5 projects of similar size and scope:

Firm	Name	Contract	Value	Contact Information
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

11. Are any lawsuits pending against you or your firm at this time?

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT _____, this ___ day of _____, 20____.

(Notarize Here)

(Name of Bidder)

By _____

(Signature)

Title _____

Exhibit I – Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

Subcontractor's Type of Work

If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from The Woodlands Township.

Exhibit J - Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - (1) XCU Coverage,
 - (2) Contractual Liability Coverage,
 - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or subcontractors.
- d. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. The Woodlands Township accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (2). All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.

- (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
- (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Exhibit K -Bid Bond Sample

BID BOND – Sample - (Bid Bond Required with Bid Submittal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto The Woodlands Township as Oblige in five-thousand dollars (\$5,000.00) for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above-named Principal submitted a bid for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute The Township-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal's Bid, or fail to execute The Township-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL

By: _____
(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Exhibit L – PERFORMANCE/PAYMENT BOND (Sample)

_____, as principal, hereinafter call the CONTRACTOR, and _____, as surety, with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Texas, are hereby bound unto The Woodlands Township, as oblige, in the sum of 100% of the value of the Contract amount in United States currency, for the payment of which sum the CONTRACTOR and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the CONTRACTOR has entered into a written contract with the Township dated January 1, 2021, for Pool Deck Refurbishment and Replaster in accordance with plans and specifications referenced in the Contract associated with the C-2021-0223 Pool Deck Refurbishment and C-2021-0222 Pool Replaster.

NOW THEREFORE, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond.

In addition, if the CONTRACTOR or his subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such CONTRACTOR or his subcontractor is performance of the Contract or shall fail to duly pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the same in an amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract to be performed thereunder or of the specifications of the contract documents shall in any way affect its obligations on this bond and the surety does hereby waive notice of any such extension of time, change, addition, or modifications.

EXECUTED on this _____ day of _____, 2021

BY: _____
(Contractor)

ATTEST:

BY: _____
(President)

By: _____
(Surety Company)

By: _____
(Secretary)

By: _____
(Attorney-in-Fact)

Exhibit M -Bid Submission Checklist

*Only items marked with an X are applicable to this bid
 If additional information is needed, please contact the project coordinator identified in this document
 Vendor must initial each required task as it is completed.
 Vendor must include this form as the cover page to the bid submittal.*

Vendor Name:					
Individual submitting:					
Contract Number					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
YES	General Specifications and Acknowledgement		YES	References	
YES	Bid Tabulation Form		YES	Notarized Statement of Bidders Qualifications	
YES	Bid Certification		YES	Bid Bond- \$5,000.00	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
			YES	Signed Conflict of Interest Questionnaire (CIQ)	
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required		Acknowledged	Required		Acknowledged
YES	Form 1295 – “Certificate of Interested Parties”		YES	Payment Bond This applies to bids that exceed \$25,000	
YES	Performance Bond Requirements. This applies to bids that exceed \$25,000		YES	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
YES	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

It is the vendors responsibility to be thoroughly familiar with all bid requirements and specifications

Staff Initial _____	Staff Initial _____
Date & Time _____	Date & Time _____