



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

Invitation for Bid

Contract Number: C-2022-0218

2023-2025 Tree Removal and Other Arboriculture Services

Purpose:

Project A- The successful contractor will furnish all labor, materials, equipment, supervision, and transportation necessary to perform tree removal services for a three-year contract (January 1, 2023 – December 31, 2025) on properties and facilities owned, managed and/or maintained by The Woodlands Township.

Project B- The removal, disposal and treatment of invasive vines and trees in public open space reserves, preserves and parks according to the bid specifications outlined in this Request for Bid for a three-year term (January 1, 2023 – December 31, 2025).

Contractors have the ability to bid either Project A and Project B separately or submit a bid for both services.

Mandatory Pre-Bid Meeting Bid at 10:00 a.m. CST	Tuesday, September 13, 2022
Deadline for Written Questions at 5:00 p.m. CST	Tuesday, September 20, 2022
Bids Due by 1:00 p.m. CST at 8203 Millennium Forest Dr, The Woodlands, TX 77381	Tuesday, September 27, 2022

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.	
1.9	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	

1.10	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.	
1.11	Contractor shall be capable of receiving communication by web, email, or via phone call/message.	
1.12	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.	
1.13	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.	
1.14	Each employee will be identified by a company uniform (shirt, pants or cap) and vehicles will be clean, and all marked with company name.	
1.15	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.	
1.16	Equipment must be well maintained and in good condition.	
1.17	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.18	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.	
1.19	The facilities may remain open for use by the public when contractor is performing its maintenance operation.	
1.20	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.	
1.21	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.	
1.22	Service can only be requested by authorized personnel who include Township staff having a title of Supervisor, Superintendent/Manager, Asst. Director, Director, Chief Operating Officer, or President/Chief Executive Officer.	
1.23	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.	
1.24	<ul style="list-style-type: none"> Exhibit A - Tree Removal and Other Arboriculture Standards and Specifications Exhibit A1 - Historical Tree Removal by D. B. H. Exhibit A2 - Historical Consumption of Invasive Vine Removal by Area and Days Exhibit A3 - Example -Tree Removal Contract Backup for Invoicing Exhibit B - Tabulation Forms Exhibit C - Bid Certification Exhibit D - Addendum Acknowledgement Exhibit E - Conflict of Interest Questionnaire Exhibit F - References Exhibit G - Statement of Qualifications 	

	Exhibit H - Subcontractors Exhibit I - Insurance Requirements Exhibit J - Bid Bond Sample Exhibit K - Performance/Payment Bond Sample Exhibit L - 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 at 8203 Millennium Forest Dr, The Woodlands, TX 77381 on Tuesday, September 13, 2022, at 10:00 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 Mitch Hall, Assistant Director of Parks and Recreation at mhall@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 Tuesday, September 20, 2022, 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, Texas 77381, Attention: Mitch Hall, Assistant Director of Parks and Recreation, must be received at the above address no later than Tuesday, September 27, 2022 at 1:00 p.m. CST for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide Township tree lighting services 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 2023-2025 Tree Removal and Other Arboriculture Services, C-2022-0218 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. <i>(Exhibit L)</i>	
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 \$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 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. The performance bond must be obtained each year of the contract.	
4	SCOPE OF WORK	Bidders Initials
4.1	The contract for these services, if awarded, shall be for thirty-six (36) months (January 1, 2023 – December 31, 2025) . Any and all financial obligations of The Woodlands Township under a proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	
4.2	Within ninety (180) days before the expiration of the Initial Term (August 1, 2025), The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the “Renewal Notice”) for an additional period of time. (the “Renewal Term”). If The Woodlands Township delivers the Renewal Notice, the Parties shall within thirty (30) days from the date of receipt of the Renewal Notice, use good faith efforts to negotiate the terms and conditions of the Renewal Term. Any agreed upon Renewal Terms shall be in writing and executed as a Modification of the Agreement. In the event the Parties are unable to agree upon the terms and conditions for the Renewal Term, then the Agreement shall expire upon the expiration of the current Term or otherwise terminate pursuant to the terms of the Agreement. Renewal Terms will be limited to a maximum of two (2), three (3) year renewal periods.	
4.3	Work Orders (WO) and service requests may be sent to Contractor multiple times a week via email, these emails or WO’s should be acknowledged upon receipt. Work shall be addressed within 10 days of receipt.	
4.4	Contractor shall submit a work log weekly, identifying work orders numbers, address/site location, notes, date received and date completed.	
4.5	The Township requires the Contractor be available to perform emergency work on a 24-hour basis for any contracted related emergency that may occur. The Contractor must respond to The Township site within three (3) hours after an emergency service request has been received. Emergency Work shall be compensated at a separate unit rate.	
4.6	Selected Contractor to supply all necessary, personnel, tools, machinery, materials, supplies and equipment to perform the work as specified herein.	

4.7	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.	
4.8	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.	
4.9	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 subcontractor.	
4.10	<u>Tree Removal and Other Arboriculture Services standards and specifications – See Exhibit A</u>	
5	INVOICING AND PAYMENT	Bidders Initials
5.1	Unit prices shall remain in effect for the length of this agreement (January 1, 2023 – December 31, 2025)	
5.2	Evaluation of bid takes into account the following considerations: price, references, familiarization with The Woodlands, etc.	
5.3	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.	
5.4	Unit price shall be inclusive of all charges (staff time, application equipment, legal disposal, truck charges, environmental charges, traffic control, etc.).	
5.5	Invoicing shall be on a <i>weekly basis</i> and emailed to invoice@thewoodlandstowship-tx.gov . Invoices will identify the following. <i>See example Exhibit A3</i> <ul style="list-style-type: none"> • Each tree removed or hourly rate work description • Diameter, • Location, • Type of removal, • Day of request to remove • Actual date of removal. • If there is no Work Order number associated with the tree put the name of the supervisor that approved the removal. • Unit Cost • Work Order number (sent by Township Staff) 	
5.6	Added services- Contractor shall submit to the Township invoices as part of the weekly invoice mentioned in 5.5	
5.7	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 -Tree Removal and Other Arboriculture Standards and Specifications

	Standards and Specifications	Bidders Initials
1	<p>EMERGENCY CONTACT:</p> <ul style="list-style-type: none"> • The Contractor shall respond to emergency or complaint calls regarding fallen trees or branches, that may have fallen on private property, that obstruct driveways and/or pathways. • Contractor shall correct the problem or place warning signs and advise The Township of the need for major work to be performed at no extra charge. • The Contractor will also provide assistance and support in time of large (i.e., hurricane, tornado, flood, etc.) natural disasters to help with removal and clean-up at additional charges based on the unit prices. 	
2	<p>STAFFING AND OPERATIONS PLAN FOR ROUTINE AND EMERGENCIES:</p> <ul style="list-style-type: none"> • A staffing plan outlining the number of staff dedicated greater than 50% to the project with titles and duties shall be submitted with the bid. (Names are not required but are encouraged.) This breakdown of duties and responsibilities shall not be altered without notification to the Township. Oversight/Management of daily services quality control shall be highlighted and should reflect percentage of time that will be spent in a day overseeing work crews and their performance. • An operating plan outlining the intended approach to achieve the specified services completions shall be submitted with the bid. At a minimum, this plan (which will be reviewed in detail following award of bid) shall reflect how the contractor will execute the contract. 	
3	Contractor shall provide all safety equipment and applicable training for personnel and equipment in accordance to OSHA standards.	
4	Contractor shall submit an inclusive list of vehicles and major equipment proposed to be used in the performance of this contract. Also, provide a list of equipment that will be dedicated to us in an emergency situation.	
	Tree Removal Standards (Project A)	
3	Contractor must perform tree removal service according to the ANSI A300 standards including but not limited to Part 1, 5, 7, 8, and 9.	
4	Contractor shall remove all debris (logs, limbs, stumps, crowns, etc.) and legally discard material on a daily basis that is a result of their operation. If Contractor fails to comply with this obligation, Contractor will be back charged for work performed by The Township's personnel for such removal.	
5	Contractor shall have an ISA Certified Arborist on staff (inclusive of a contracted Arborist) that can respond daily if requested by the Township. <i>Include a copy of the certification with the bid response.</i>	

6	Transportation of staff, equipment, and debris shall be done by vehicles marked with contractor's company logo. Vehicles shall be capable of loading trees and limb debris gathered from tree removal and stump grinding on a <u>daily basis</u> .	
7	Tree removal unit price includes cutting, removing tree, and related debris from the site by using industry standard means and equipment. Township staff will dictate if debris removal is needed in addition to the tree removal rate. If the majority of the tree is intact and/or leaning against another tree, tree removal unit price will be used without additional debris removal charges. If the contractor disagrees with Townships staff's assessment, the contractor must communicate before removal takes place.	
8	All trees shall be cut to within three (3) inches above natural grade.	
9	All work must be performed with a minimum of disruption to existing vegetation.	
10	Contractor must remove all trees and/or all stumps within <u>10 business days (Mon – Sat)</u> of notification unless it is defined as a priority by Township staff.	
11	Service rates for <u>tree removal</u> based on routine or emergency requests will be charged according to the D.B.H. rates with the exception of debris removal which is based on an hourly rate.	
12	Contractor must remove all emergency (as designated as emergencies by The Woodlands Township) trees within four (4) hours of notification. As stated above Emergency is work requested between 7 pm – 7 am Mon-Sat and from 12 am -11:59 pm on Sundays and does not include the finish out of a job in the process of being removed during business hours.	
Stump Grinding (Project A)		
13	All stump grinding must be completed to at least three (3) inches below natural grade. Debris from the grinding may be left on site; however, it must be raked into a level surface. Stump grinding will be requested by Township on a case by case basis dependent on location of stump.	
Stump Removal (Project A)		
14	All stump removal must be completed in the manner in which the root ball is excavated below natural grade. Any debris & stumps need to be removed from the site; Stump removal will be requested by Township on a case by case basis dependent on location of stump.	
Tree Fertilization (Project A)		
15	When requested tree fertilization (Arbor Green Pro 30-0-10, or equivalent, mixed at a two-year rate) must be performed by a high-pressure soil injection in a 2-3 foot staggered pattern inside the critical root zone.	
Debris Removal (Project A)		
16	A crew for debris removal shall be a four-person crew that includes a skid steer with grapple attachment, Chipper/Chip truck, and applicable saws/tools. Removal and legal disposal of debris generated is included in the unit cost. Contractor must perform all debris removal within <u>10 working days</u> of notification, unless defined as a priority by Township staff. Removal of a fallen tree shall be billed under the hourly debris removal rate. If 50% or greater of the tree is still standing, tree removal unit price may be billed in addition to the debris removal hourly rate. This additional billing will be dictated by Township staff. If the contractor disagrees with Townships staff's assessment, the contractor must communicate before removal takes place.	

Debris Removal -Emergency Storm Response (Project A)		
17	Upon Township direction and when conditions require emergency assistance, the Contractor shall respond and commence work within three (3) hours of receiving the emergency request. A crew for an emergency shall be a four-person crew charged at an hourly rate that includes a climber, Skid steer with grapple attachment, Chipper and chip truck, applicable saws/ropes. Contractor will provide a price with removal and legal disposal of debris generated, included in the unit cost.	
Invasive Vine Removal (Project B)		
18	Vendor will supply a Safety Data Sheet to the Parks Superintendent for each herbicide used for vine removal.	
19	It shall be the bidder's responsibility to have the proper vehicles, tools and equipment necessary for daily operations.	
20	Daily rate bid shall include but is not limited to a crew of four (4) staff working a minimum of eight hours with all needed vehicles, tools, equipment and chemicals.	
21	All work shall be completed between January 1 and March 15 of each year and/or October 1 thru December 31, thus multiple crews may need to be employed during this time period. Please see information in this bid packet related to the past number of days per year service has been used.	
22	Invasive vines to be removed include but are not limited to: Peppervine (<i>Ampelopsis aborea</i>), Muscadine grape (<i>Vitis roudifolia</i>), Summer grape (<i>Vitis aestivalis</i>), Japanese Honeysuckle (<i>Lonicera japonica</i>), Virginis creeper (<i>Parthenocissus quinquefolia</i>), Zpoison Ivy (<i>Toxicodendron radicans</i>), Alabama supplejack (<i>Berchemin scandens</i>), Crossvine (<i>Bignonia Capreolata</i>), and Trumpet Creeper (<i>Campis radicans</i>) and shall be removed in the work area and be properly disposed up to 20 feet high.	
23	All Chinese Tallow (<i>Sapium Sebiferum</i>) and bamboo (<i>Bambusa</i> spp) less than six-inch d.b.h., shall be removed in work area; no chipped or debris shall be left on site.	
24	The base of each vine stem and Chinese Tallow cut shall be treated with an application, per label guidelines, with Garlon 3atm Herbicide or comparable herbicide solution, within ten (10) minutes of cutting the vine. Chemical solution used shall include a dye that dissipates within 15 days.	
25	Contractor shall possess a commercial pesticide applicator's license. Include a copy of the license with the bid response.	
26	Contractor to remove and legally dispose of all debris at the end of each day.	
Additional Services		
27	As Needed Additional Services – Engineered Wood Fiber Install- Per yard Cost to install engineered wood fiber used in Township Playgrounds for fall surfacing standards. Price should include all-inclusive service to load, deliver, and install material from The Parks Operation facility located at 8203 Millennium Forest Drive.	
28	As Needed Additional Services – Seedling Install - Cost per 1000 seedlings installed throughout the community. Township staff will be responsible for site location of the seedlings trying to condense the 1000 units in close geographical proximity. Historically contractors have installed 5000 seedlings per day.	
29	As Needed Additional Services – Tree Install- Cost per tree installed per gallon size. Contractor should provide all-inclusive service to load, deliver, and install tree. Contractor should supply a cost for 5, 15, 30, 45, and 100-gallon trees	
29a	Installation of each tree or shrub should conform to the ISA guidelines as outlined in the following link: http://www.isa-arbor.com/education/onlineresources/cadplanningspecifications.aspx	

29b	Mulch – 15 gallon and above installed trees should receive a 3-foot ring of mulch that is 3 inches deep after planting. The mulch ring shall create a well and leave minimal buildup of mulch on the base of the tree or shrub and shall be included in the unit price. Cost of mulch is included in the tree install cost.	
30	Watering – as needed per request by the Township, would be based on a per 1000-gallon basis consisting of at least a 2-man crew.	
31	Pine Straw – cost per bale of pine straw installed: which includes delivery to work site, labor to spread the mulch, and cleanup after the install is completed	
32	<p>Equipment -The Contractor must be able to furnish the following services on an hourly rate for non-routine work requests such as natural disasters. Cost should include operator and equipment:</p> <ul style="list-style-type: none"> • Bucket Truck minimum 50’ reach • Knuckle Boom with minimum 25’ reach • Skid Steer or Track Loader with tracks and Grapple • Minimum 25 yd. dump bed truck or trailer. • Chipper Unit w/ 6 yd. chip truck with dumping capacity. • Crane 100 ton or 23 ½ ton 	

Exhibit A1 – Historical Data Tree Removal by D. B. H.

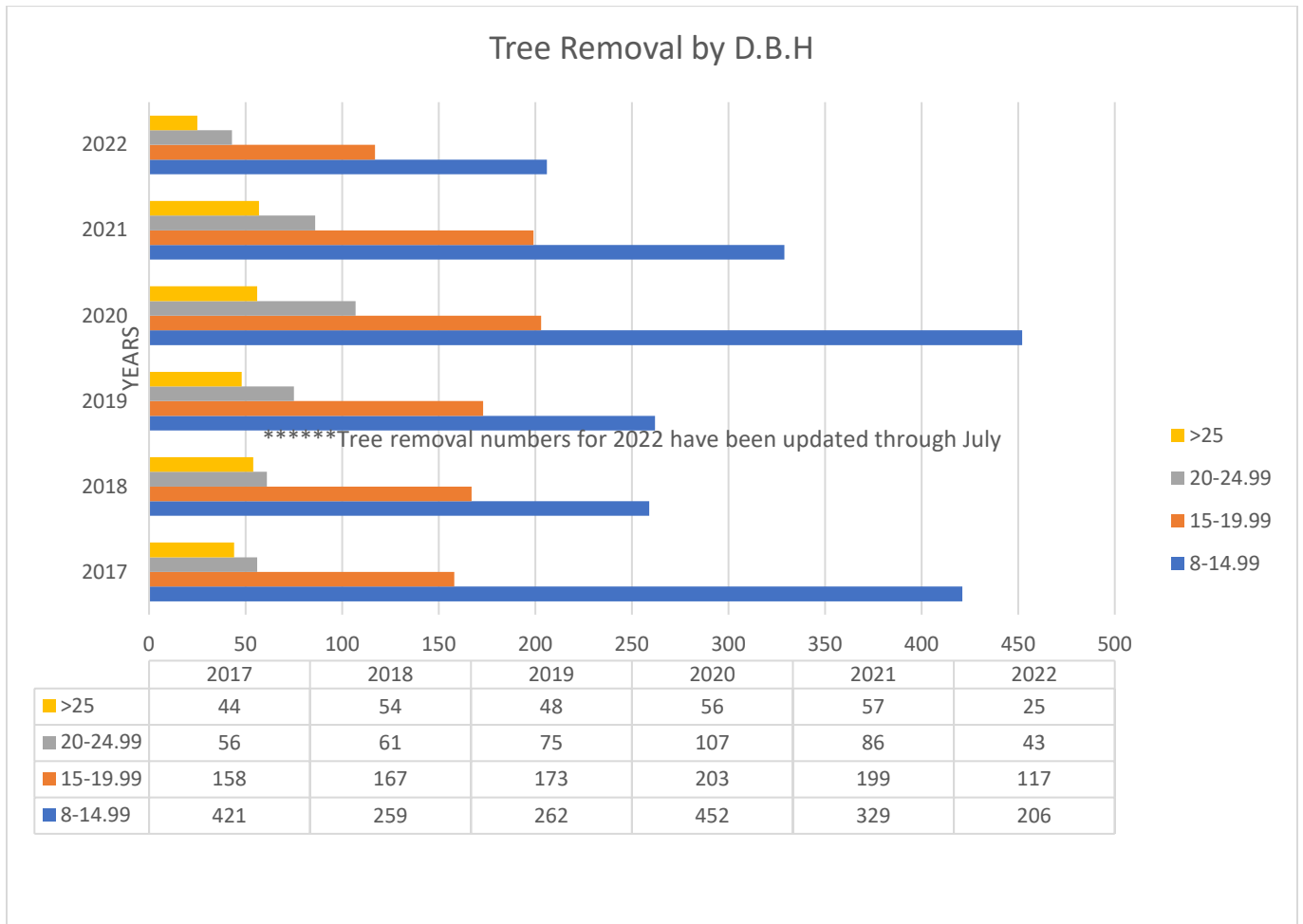


Exhibit A2 – Historical Consumption of Invasive Vine Removal by Area and Days

Year	Days Worked	Area(s)
2006	60	Alden Bridge & Kendall Green
2007	60	Sterling Ridge & Cochran's Crossing
2008	45	Cochran's Crossing
2009	120	Grogan's Mill, Alden Bridge & Sterling Ridge
2010	120	Panther Creek & Flintridge
2011	120	Grogan's Mill, Harpers Landing and Panther Creek
2012	120	Grogan's Mill, Panther Creek and Indian Springs
2013	120	Panther Creek
2014	120	Grogan's Mill, Panther Creek and Indian Springs
2015	120	Grogan's Mill, Panther Creek and Indian Springs, Cochran's Crossing, Alden Bridge
2016	240	Grogan's Mill, Panther Creek and Indian Springs. Sterling Ridge, Cochran's Crossing, Alden Bridge
2017	240	Grogan's Mill, Panther Creek and Indian Springs. Sterling Ridge, Cochran's Crossing, Alden Bridge
2018	240	Grogan's Mill, Panther Creek and Indian Springs. Sterling Ridge, Cochran's Crossing, Alden Bridge
2019	240	Grogan's Mill, Panther Creek and Indian Springs. Sterling Ridge, Cochran's Crossing, Alden Bridge
2020	240	Alden Bridge, College Park, Grogan's Mill, Panther Creek, Indian Springs, Sterling Ridge, Cochran's Crossing, Creekside Park
2021	240	Alden Bridge, College Park, Grogan's Mill, Panther Creek, Indian Springs, Sterling Ridge, Cochran's Crossing, Creekside Park
2022	240	Alden Bridge, College Park, Grogan's Mill, Panther Creek, Indian Springs, Sterling Ridge, Cochran's Crossing, Creekside Park

Exhibit A3 – Example Tree Removal Contract Backup for Invoicing

WO #	Date Requested	Date Complete	Location	Description	Pine	Oak	HW	Other	Rate	Total	Comments
WO-22-05679	7/5/2022	7/28/2022	Mystic Lake CIR	Tree removal 8-14.99	1				XX.XX	XX.XX	
WO-22-05707	7/6/2022	7/16/2022	107 N Piney Plains	Tree removal >25	1				XX.XX	XX.XX	
WO-22-05707	7/6/2022	7/16/2022	107 N Piney Plains	Tree removal 8-14.99			1		XX.XX	XX.XX	
WO-22-05863	7/6/2022	7/16/2022	103 N Piney Plains CIR	Tree removal 20-24.99	1				XX.XX	XX.XX	
WO-22-05863	7/6/2022	7/16/2022	103 N Piney Plains CIR	Tree removal 15-19.99	1				XX.XX	XX.XX	
WO-22-06434	7/25/2022	7/21/2022	170 Rushwing	Tree removal 8-14.99			1		XX.XX	XX.XX	
WO-22-06529	7/25/2022	7/28/2022	74 N Queenscliff	Debris removal 4/crew				3	XX.XX	XX.XX	
WO-22-06520	7/27/2022	7/28/2022	136 Twilight	Tree removal 15-19.99			3		XX.XX	XX.XX	
WO-22-06501	7/28/2022	7/29/2022	Acacia Park	Debris removal 4/crew				4	XX.XX	XX.XX	
WO-22-05950	7/8/2022	7/16/2022	Rob Fleming park	Tree removal 15-19.99			1		XX.XX	XX.XX	
WO-22-05950	7/8/2022	7/16/2022	Rob Fleming park	Tree removal 20-24.99			1		XX.XX	XX.XX	
WO-22-05950	7/8/2022	7/16/2022	Rob Fleming park	Debris removal 4/crew				1	XX.XX	XX.XX	
WO-22-06824	8/2/2022	8/3/2022	West Branch Crossing	Tree removal 8-14.99			3		XX.XX	XX.XX	
WO-22-06621	7/28/2022	8/1/2022	Riva Row	Tree removal 15-19.99			1		XX.XX	XX.XX	
WO-22-06621	7/28/2022	8/1/2022	Riva Row	Stump grinding>4				1	XX.XX	XX.XX	
WO-22-06688	8/2/2022	8/3/2022	37 TOWERING PINES DR	Tree removal 8-14.99	1		2		XX.XX	XX.XX	
WO-22-06823	8/2/2022	8/3/2022	63 acrewoods pl	Debris removal 4/crew				2	XX.XX	XX.XX	
									Total	\$XX.XX	

Exhibit B -Bid Tabulation Form

Project A		
Item	Routine Cost	Emergency Cost
Removal of Trees 1" to 7.99" in diameter Per Tree		
Removal of Trees 8" to 14.99" in diameter Per Tree		
Removal of Trees 15" to 19.99" in diameter Per Tree		
Removal of Trees 20" to 24.99" In diameter Per Tree		
Removal of Trees 25" and greater Per Tree		
Stump Grinding 4" and Greater (per stump):		
Stump Grinding 0" – 4" (per stump):		
Stump Removal 4" and Greater (per stump):		
Stump Removal 0" -4" (per stump):		
Tree Fertilization Soil Injection: (per tree)		
Debris removal: (per hour)		

Project B		
Invasive Vine Removal: (per day)		

Payment/Performance Bond Project A	Price \$
Payment/Performance Bond Project B	Price \$

Additional Services		
Engineered Wood Fiber Install: (per yard installed)		
Seedling Install: (per 1000)		
Tree/Shrub Install: (5 gallon)		
Tree/Shrub Install: (15 gallon)		
Tree/Shrub Install: (30 gallon)		
Tree/Shrub Install: (45 gallon)		
Tree/Shrub Install: (100 gallon)		
Watering Services: (Per 1000 gallons)		
Pine Straw Mulch install: (Per Bale installed)		
Bucket Truck: (per hour)		
Knuckleboom: (per hour)		
100 Ton Crane: (per hour)		
Skid Steer with bucket and grapple attachment (per hour)		
Chipper with chip truck 6yard capacity (per hour)		
25 yard Dump Trailer/Truck (per hour)		

Exhibit C -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 Tree Removal and Other Arboriculture Services 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 D - Addendum Acknowledgement

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

Addenda #1 _____ Date Received _____ / _____ / 2022
MM DD

Addenda #2 _____ Date Received _____ / _____ / 2022
MM DD

Addenda #3 _____ Date Received _____ / _____ / 2022
MM DD

Exhibit E - 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 align="center">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 F -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 G –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 tree removal and arboriculture maintenance service 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____.

(SEAL)

(Name of Bidder)

By _____

(Signature)

Title _____

Exhibit H – 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 I - 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 J -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 the amount of \$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 K – 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 obligee, 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, 2023, for Tree Removal and Other Arboriculture Services in accordance with plans and specifications referenced in the Contract associated with the 2023 - 2025 Tree Removal and Other Arboriculture C-2022-0218.

NOW THEREFORE, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract for thirty-six (36) months, 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 in 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 _____, 2022

BY: _____
(Contractor)

ATTEST:

BY: _____ By: _____
(President) (Surety Company)

By: _____ By: _____
(Secretary) (Attorney-in-Fact)

Exhibit L -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	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
YES	ISA Certified Arborist License		YES	Signed Conflict of Interest Questionnaire (CIQ)	
YES	Copy of Commercial Pesticide Application License				
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		YES		

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

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