



# *The Woodlands Township*

**The Woodlands, TX**

**Request for Bid  
2023 Pathway Stencils and Crosswalks Project  
Contract Number - C-2023-0118**

**SCOPE:** Selected Contractor will provide restenciling of pathway cautionary sets and parallel crosswalk striping at various locations throughout The Woodlands Township.

- 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 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 Township.
- The 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 Township reserves the right to consider the most advantageous bid thereof or to reject the bid.
- Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (example attached) with the bid submission.
- 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.
- 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](http://www.ethics.state.tx.us)
- By bidding, the Bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.
- Bidder is required to submit three (3) references of previous projects of similar or like nature.
- Bid prices shall be firm 120 days from bid opening.
- Evaluation of Bid considers the following: price, quality, timeline, product quality and vendor’s experience.
- Quantities required 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.
- 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.

- All Bid pricing must be made on the Bid Tabulation Form. All blank spaces for bid prices must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidder shall **complete every space** in the bidder's initials column with either the bidder's initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.
- A conditional Bid may be cause for rejection.
- Late submittals will be rejected without consideration.
- 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.
- ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.
- A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to the Township, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.
- Contractor is required to provide The Woodlands Township a payment/performance 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 to be included in the total project cost (s).
- Any questions about the meaning, the intent or the specifications must be inquired by the Bidder in writing by **5:00pm CDST on Tuesday, April 18, 2023**. E-mail all questions to Nathan Wells at [nwells@thewoodlandstownship-tx.gov](mailto:nwells@thewoodlandstownship-tx.gov). Any questions will be responded to in the form of written addenda. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of Bid Tab Page.
- **Completed Bids, references and acknowledgement of the general specifications must be received by The Woodlands Township at Parks and Recreation Campus, 8203 Millennium Forest Drive, no later than 1:00 p.m. CDST on Tuesday, April 25, 2023.** Please mark outside of sealed bid packaging: 2023 Pathway Stencils and Crosswalks Project-C-2023-0118.
- All companies bidding on this project must include the information outlined in the **BID SUBMISSION CHECKLIST**, page 18, such as bid bond, statement of qualifications, list of subcontractors, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.
- All email correspondence should be referenced "2023 Pathway Stencils and Crosswalks Project-C-2023-0118" in the subject line for proper tracking and to ensure inclusion in addenda.
- There will not be a public bid opening. Bid Tabulation Summaries will be shared with bidders after the Woodlands Township has reviewed and awards the bids.

#### Attachments:

Exhibit A: Conflict of Interest Questionnaire

Exhibit B – References

Exhibit C – Statement of Qualifications

Appendix A - Pathway Stenciling Specifications

Appendix A.1- Typical Pathway Stop Sign Detail

Appendices B-I –Project Pathway Maps -Examples

Exhibit D - Subcontractors

Exhibit E - Insurance Requirements

Exhibit F - Bid Submission Checklist

### General Specifications and Acknowledgment

***Bidder shall complete every space*** in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Woodlands Township is requesting bids for restenciling of pathway cautionary sets and parallel crosswalk striping at various locations throughout The Woodlands Township. Striping and stenciling will generally occur in +/- three (3) Villages each year. Bid alternate includes powerwashing and painting pathway stop signs.	
2	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
<b>Working in The Woodlands</b>		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty The Woodlands Township expects contractor cooperation. 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 Project Manager.	
<b>Standard of Conduct</b>		
4	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. Work on Sundays is permitted upon approval of the Owner with a minimum of seven (7) days' notice. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	
5	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	
6	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
7	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.	
8	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	
9	Equipment must be well maintained and in good condition.	
<b>Contractor's Responsibility</b>		
10	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during stenciling.	
11	Contractor must ensure user's safety when performing services in and around all locations. The contractor shall be responsible to secure area where work is taking place and for	

	coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
12	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	
13	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within The Woodlands Township's pathway easement.	
14	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
15	Contractor is responsible for the legal disposal and cost of debris removal.	
16	Bidders should carefully examine the bid documents, specifications and other documents, visit the site of the work 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.	
17	The Contractor shall coordinate use of premises under direction of the Township's representative. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on job site.	
18	Contractor shall verify all field conditions with The Woodlands Township.	
19	All construction management and administration shall be included.	
	<b>Insurance and Taxes</b>	
20	No taxes shall be included in the bid price since The Woodlands Township is exempt from all sales tax. The Woodlands Township will provide selected vendor applicable proof of sales tax exemption.	
21	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 begins. See Attachment E for Insurance Requirements	
	<b>Communication</b>	
22	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for The Woodlands Township. Additional meetings may be required between contractors selected regarding project related issues.	
	<b>Bonds</b>	
23	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to the Township, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	
24	Contractor is required to provide The Woodlands Township a payment/performance 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).	

	<b>Certificate of Interested Parties &amp; Conflict of Interest Questionnaire</b>	
25	Please be advised 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 <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
26	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	
	<b>Compliance with Laws</b>	
27	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	
28	Traffic control, where and when needed must meet the respective requirements of, and be approved by, Montgomery County and Harris County. Traffic control and compliance with all county, state state and local laws and regulations shall be included as part of the unit cost.	
29	Contractor shall use USEPA or Texas DEQ approved materials and be prepared to provide MSDS sheets and/or specification sheets as proof of biodegradability for any materials utilized during the project.	
30	Bidders must submit bids using the specifications outlined in the Bid Form. Additionally, Contractors may also submit alternates pricing for materials that have been demonstrated to produce the desired results (i.e.: clean algae free signs). MSDS sheets will be required for any and all alternates.	
31	For purposes of this contract, any power washing will be conducted in areas with landscaping beds filled with vegetation that collect and use the water. Contractors are responsible for compliance with The Clean Water Act, Section 301. Accordingly, there will be no discharge of process wastewater into a storm sewer system or any street that drains into a storm water inlet.	
32	Contractor shall furnish to The Township copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
33	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum rage will be specified by the Woodlands Township and can be found on the Woodlands Township website at <a href="http://www.thewoodlandstownship-tx.gov/bids.aspx">http://www.thewoodlandstownship-tx.gov/bids.aspx</a>	
34	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.	
	<b>Non-Exclusive Arrangement</b>	

35	Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that The Woodlands Township may, at any time, secure similar or identical services at its sole option.	
<b>Project Timeline</b>		
36	Bid Due Date – April 25, 2023 no later than 1:00 pm CDST	
37	Contract unit prices shall remain in effect from June 1, 2023 through May 31, 2024.	
38	Once a Notice to Proceed is issued, project must be completed within 90 calendar days.	
39	The contract for these services, if awarded, shall be for one year. 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.	
40	Within ninety (90) days before the expiration of the Initial Term (March 1, 2024), 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), one (1) year renewal periods.	
<b>Payment</b>		
41	Following satisfactory completion of work, payment will be made by The Woodlands Township within thirty (30) calendar days after monthly invoice and report is submitted.	
42	All invoices to The Woodlands Township shall identify service, date of service, location, unit cost, total cost, person who authorized service.	
<b>Warranty</b>		
43	Standard warranty on labor and materials. Warranties shall be for a period of one year, unless longer warranties are normally supplied.	
44	Include expected life cycle of the proposed materials with submittal.	
<b>Approvals</b>		
45	An award of contract is subject to The Woodlands Township Board of Directors approval.	
<b>Qualifications</b>		
46	Bid submittal shall include at least 3 references with addresses and contact information of similar projects that the vendor has provided to similar clients within the past two (2) years.	
47	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 3 years’ experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of The Woodlands Township.	
48	Quality Assurance: Contractor must use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	

49	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
<b>Project Scope – Pathway Stenciling and Crosswalk Specifications</b>		
50	Contractor shall provide all services on an as needed basis as determined by The Township. All construction management and administration shall be included.	
51	Maps with specific site locations of stencils and crosswalks will be provided by The Woodlands Township. The Woodlands Township will provide maps specific to each Village/area. Examples of these maps (Villages of Alden Bridge, College Park, Sterling Ridge and Creekside Park) are shown in Appendices B-I of this Bid Document.	
52	<b>Stencils and crosswalks shall match existing stencils. Any exceptions must be approved in advance by The Woodlands Township Project Manager.</b>	
53	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during stenciling.	
54	Cautionary Stencils and Crosswalk Striping shall be completed as follows: <ul style="list-style-type: none"> <li>• Prep - power wash to removing of old existstencils/crosswalks where needed</li> <li>• Stenciling of pathway access and egress cautionary sets, including 6 stop bars, (1) NO MOTORIZED VEHICLES ALLOWED and (1) SLOW INTERSECTION AHEAD on each set, using one coat of Sherwin Williams – SETFAST Acrylic Zone Marking Paint (10.13-White) or approved equivalent. Refer to APPENDIX E</li> <li>• Stenciling of parallel crosswalk stripes across the roadway, from path to path, using one coat of Sherwin Williams – SETFAST Acrylic Zone Marking Paint (10.13-White) or approved equivalent, with and application of reflective glass beads while paint is wet. Each crosswalk stripe to be 12" wide.</li> </ul>	
<b>Bid Alternate 1 - Pathway Stop Signs</b>		
55	For Standard Pathway Stop Signs ( 12'W x 4'6"H) as needed: <ul style="list-style-type: none"> <li>• Powerwash stop sign</li> <li>• Re-paint using Sherwin Williams Paint, Exterior, Woodscapes, Latex, Flat, Stain</li> <li>• Install Township provided stop sign, as needed (Township will provide)</li> </ul>	

#### Project Estimates

Item	Estimated Number per year
Township Pathway Stencils	1200
Township Crosswalks	300
Pathway Stop Signs	250

**2023 Pathway Stencils and Crosswalks Project**  
**Contract Number - C-2023-0118**  
**Bid Tabulation Form**

<b>Bid Item</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>
54.	Township Pathway Stencils – Includes prep of pathway	Per Sign	
54.	Township Crosswalks	Per Sign	
<b>Bid Alternate 1 - Pathway Stop Signs</b>			
55.	Township Pathway Stop Signs – as needed	Per Sign	
24.	Payment/Performance Bond	Lump sum	

**Bid Certification**  
**2023 Pathway Stencils and Crosswalks Project**  
**Contract Number - C-2023-0118**

I, \_\_\_\_\_, certify that this quote is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a quote for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to 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**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**COMPANY ADDRESS**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**COMPANY ADDRESS**

\_\_\_\_\_  
**EMAIL**

\_\_\_\_\_  
**PHONE**



**Addendum Acknowledgement**

**2023 Pathway Stencils and Crosswalks Project  
Contract Number - C-2023-0118**

Please sign to indicate that you received the addenda by signing your name along with the date received.

Addenda #1 \_\_\_\_\_

Addenda #2 \_\_\_\_\_

Addenda #3 \_\_\_\_\_

## Exhibit A - Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <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.)                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information is being disclosed.                 </div> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; margin: 0 auto;"/>                     Name of Officer                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> 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.                 </div> <div style="margin-top: 40px;"> <p>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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> <p>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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>5</b> 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.                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b> <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).                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; margin: 0;"/>                         Signature of vendor doing business with the governmental entity                     </div> <div style="width: 35%;"> <hr style="width: 80%; margin: 0;"/>                         Date                     </div> </div>		

**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 B**  
**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 C**  
**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 pathway stenciling and crosswalk 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.

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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.

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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\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

**Exhibit D**  
**LIST OF SUBCONTRACTORS**

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 E**  
**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 F**  
**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.*

<b>Vendor Name:</b>					
<b>Individual submitting:</b>					
<b>Contract Number</b>					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
<b>YES</b>	General Specifications and Acknowledgement		<b>YES</b>	References	
<b>YES</b>	Bid Tabulation Form		<b>YES</b>	<b>Notarized</b> Statement of Bidders Qualifications	
<b>YES</b>	Bid Certification		<b>YES</b>	Bid Bond	
<b>YES</b>	Addendum Acknowledgment		<b>YES</b>	Sub-Contractor List	
	<b>Signed</b> -Site Visit Form		<b>YES</b>	<b>Signed</b> Conflict of Interest Questionnaire (CIQ)	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>					
<b>Required</b>		<b>Acknowledged</b>	<b>Required</b>		<b>Acknowledged</b>
<b>YES</b>	<b>Form 1295</b> – “Certificate of Interested Parties”		<b>YES</b>	<b>Payment Bond</b> This applies to bids that exceed \$25,000	
	<b>Performance Bond</b> Requirements This applies to bids that exceed \$100,000		<b>YES</b>	<b>Worker’s Compensation</b> Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
<b>YES</b>	<b>General Liability and Auto</b> 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**

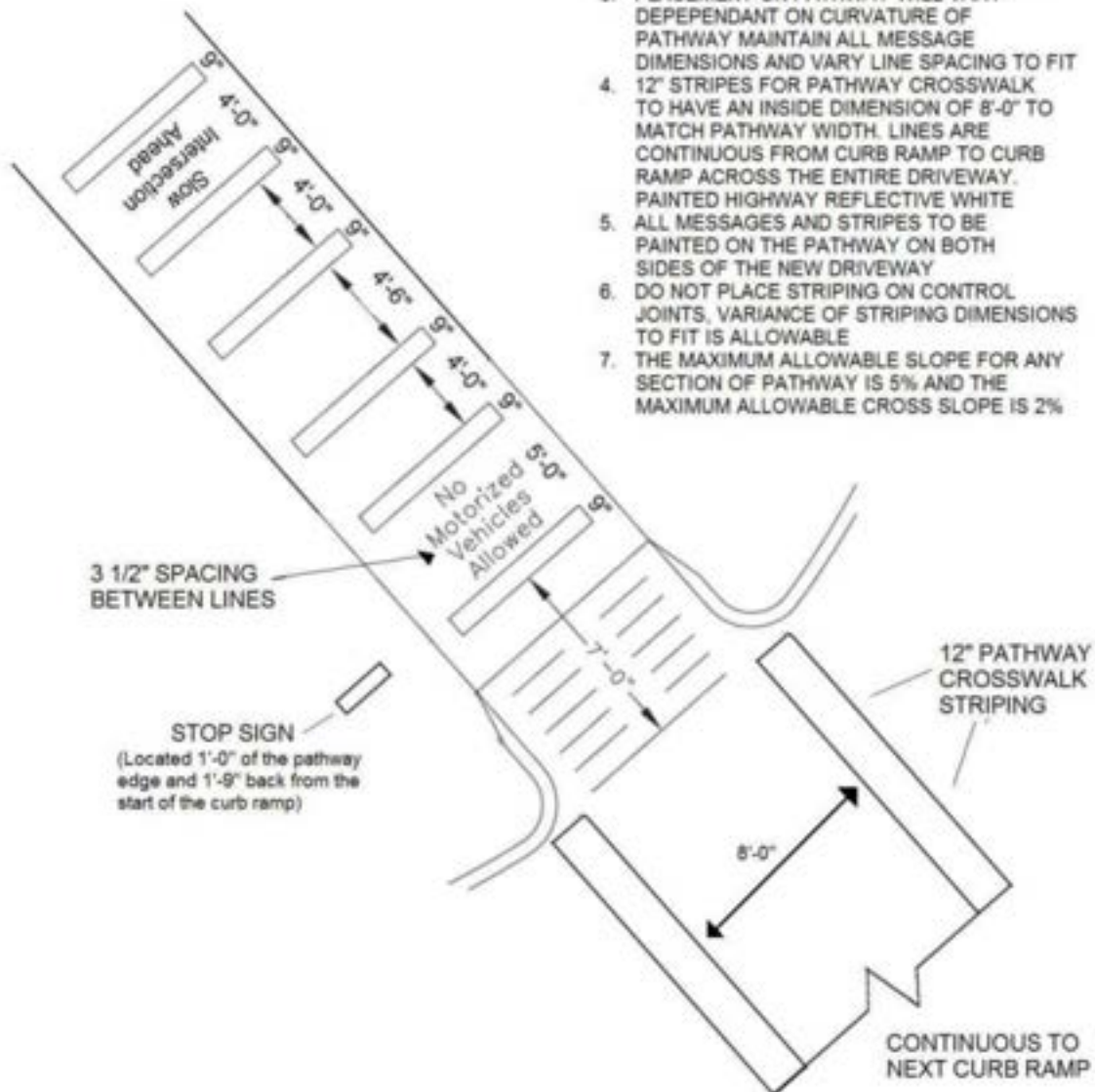
Staff Initial _____	Staff Initial _____
Date & Time _____	Date & Time _____

## APPENDIX A

### Pathway Stenciling Specifications

## NOTES

1. 7" HELVETIC MEDIUM LETTERS, EACH LINE TO BE CENTERED & SPACED 3 1/2" APART. PAINTED HIGHWAY REFLECTIVE WHITE
2. THE 9" STRIPES ARE TO BE 6'-0" WIDE, CENTERED ON PATHWAY AND SPACED 4" (MIN) ABOVE & BELOW MESSAGE. DIMENSIONS SHOWN ARE FROM INSIDE TO INSIDE OF EACH LINE. PAINTED HIGHWAY REFLECTIVE WHITE
3. PLACEMENT ON PATHWAY WILL VARY DEPENDANT ON CURVATURE OF PATHWAY MAINTAIN ALL MESSAGE DIMENSIONS AND VARY LINE SPACING TO FIT
4. 12" STRIPES FOR PATHWAY CROSSWALK TO HAVE AN INSIDE DIMENSION OF 8'-0" TO MATCH PATHWAY WIDTH. LINES ARE CONTINUOUS FROM CURB RAMP TO CURB RAMP ACROSS THE ENTIRE DRIVEWAY. PAINTED HIGHWAY REFLECTIVE WHITE
5. ALL MESSAGES AND STRIPES TO BE PAINTED ON THE PATHWAY ON BOTH SIDES OF THE NEW DRIVEWAY
6. DO NOT PLACE STRIPING ON CONTROL JOINTS, VARIANCE OF STRIPING DIMENSIONS TO FIT IS ALLOWABLE
7. THE MAXIMUM ALLOWABLE SLOPE FOR ANY SECTION OF PATHWAY IS 5% AND THE MAXIMUM ALLOWABLE CROSS SLOPE IS 2%



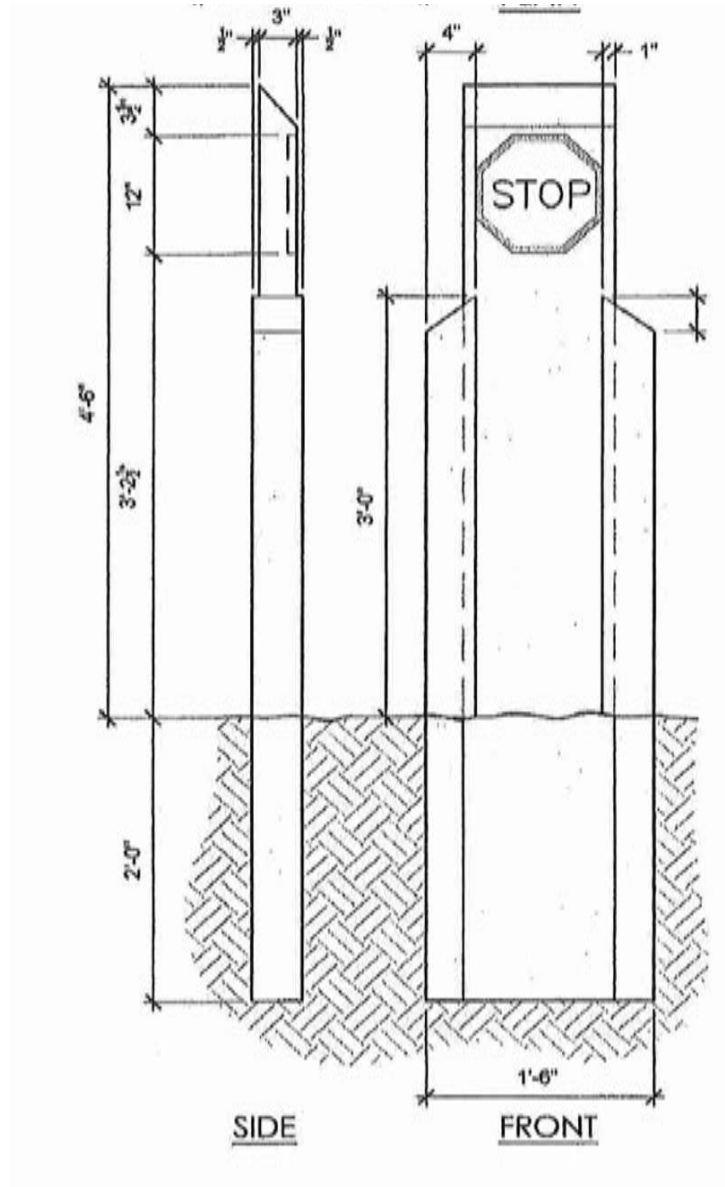
1

### PATHWAY STENCILING AND STOP SIGN LOCATION - NTS

COMMERCIAL PROPERTY DRIVEWAY AND TOWNSHIP OWNED PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE RIGHT OF WAY

## APPENDIX A.1

### Typical Pathway Stop Sign Detail

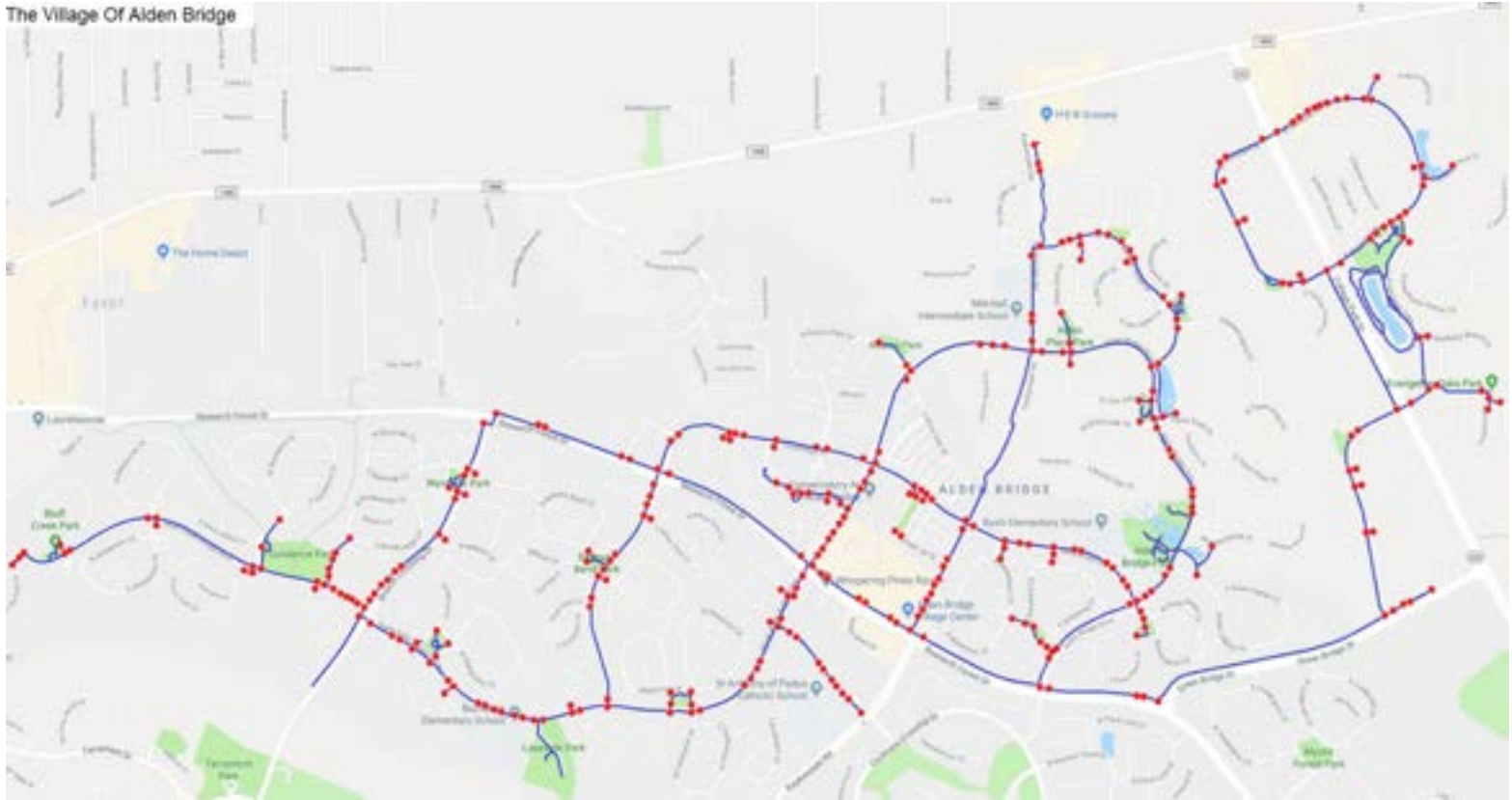


NOTE: COLOR BLEND FOR SHERWIN WILLIAMS PAINT  
EXTERIOR, WOODSCAPES, LATEX, FLAT, STAIN

COLORANT	Oz	32	64	128
W1 White	6	40	-	1
B1 Black	2	20	1	1
G2 New Green	-	1	1	1
N1 Raw Umber	-	-	1	1

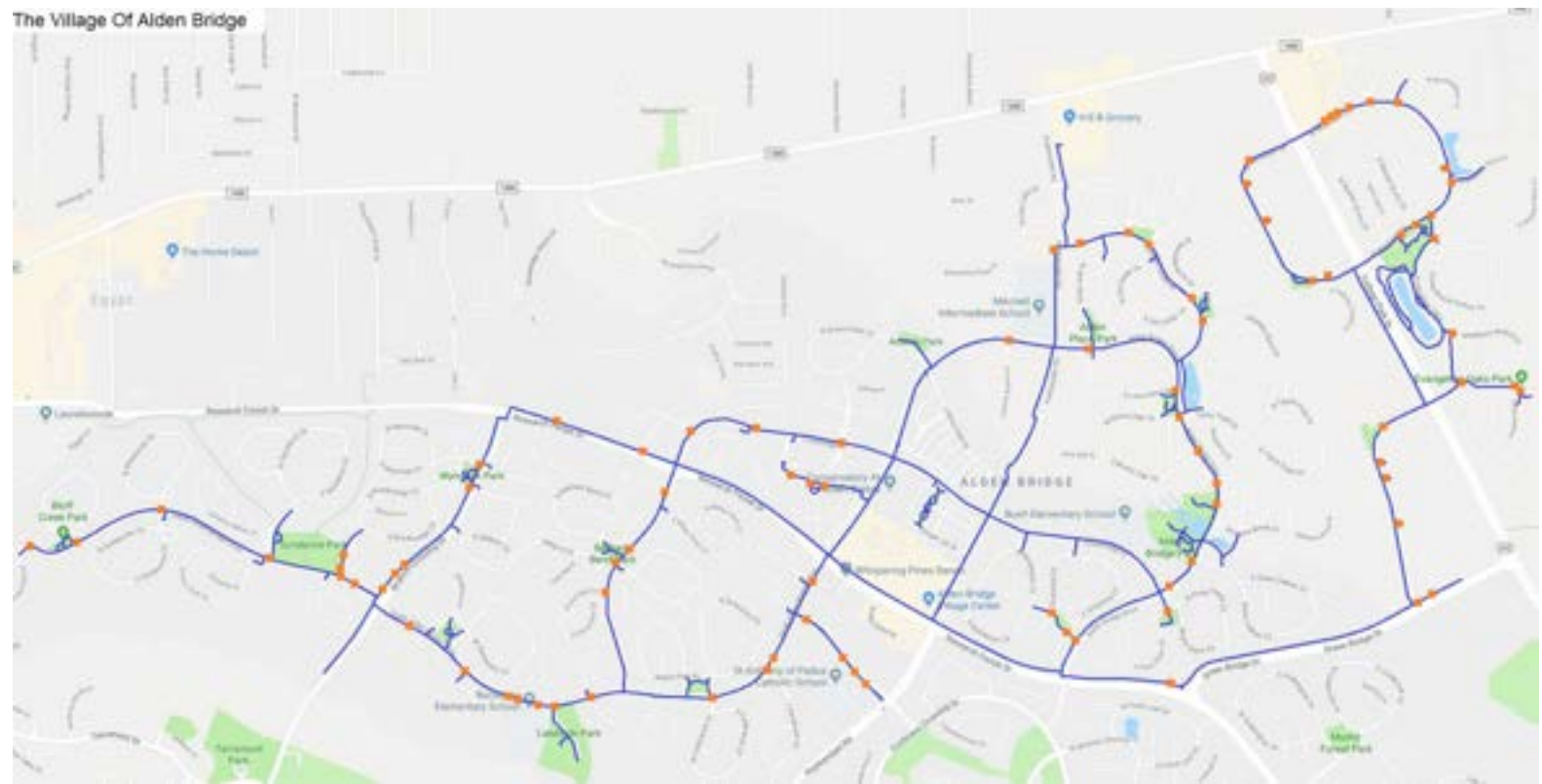
**APPENDIX B**  
**Project Pathway Maps-Examples**

**Alden Bridge Pathway Stencil locations**



**APPENDIX C**  
**Project Pathway Maps-Examples**

Alden Bridge Crosswalk locations

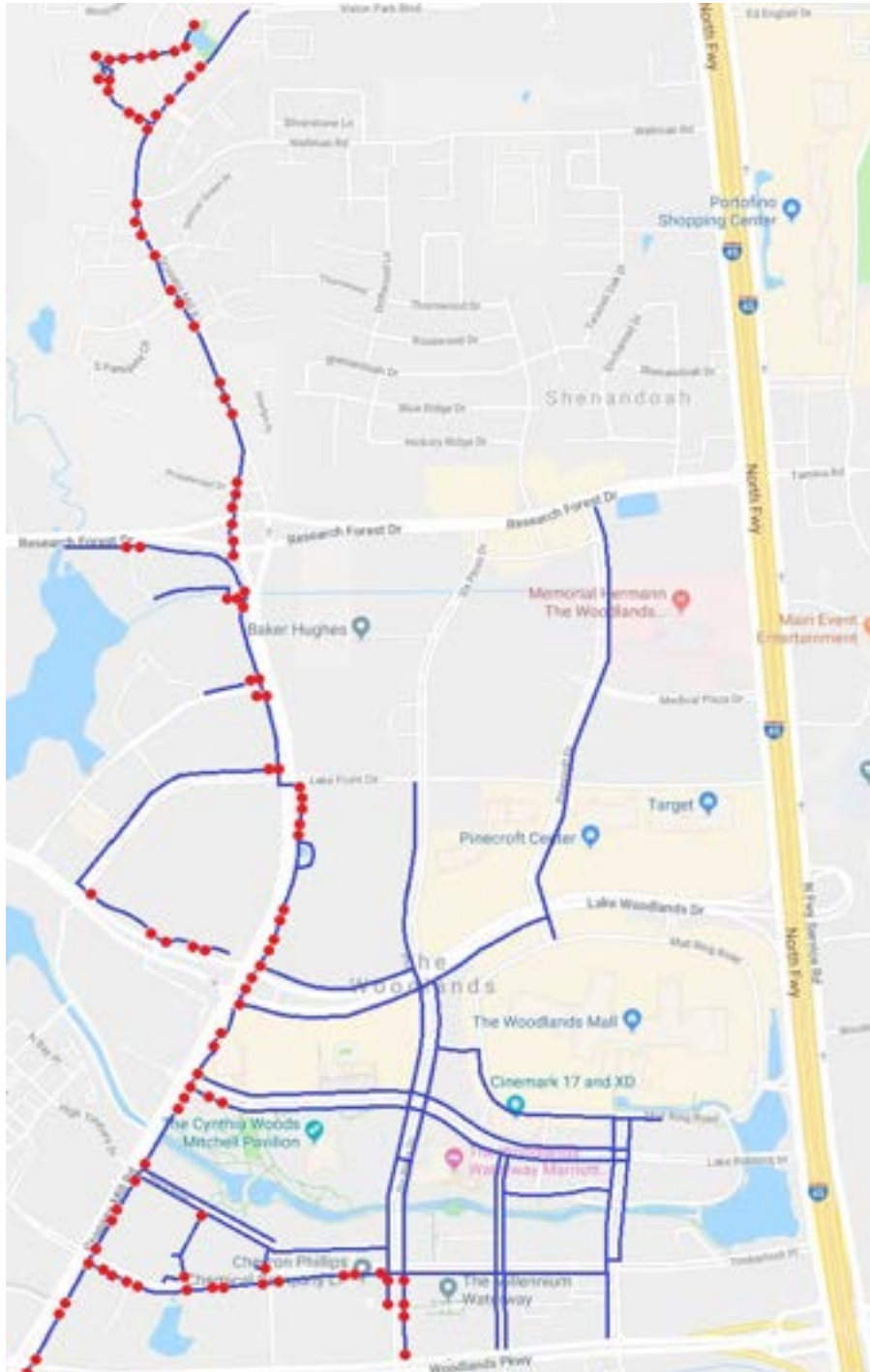




## APPENDIX D

### Project Pathway Maps-Examples

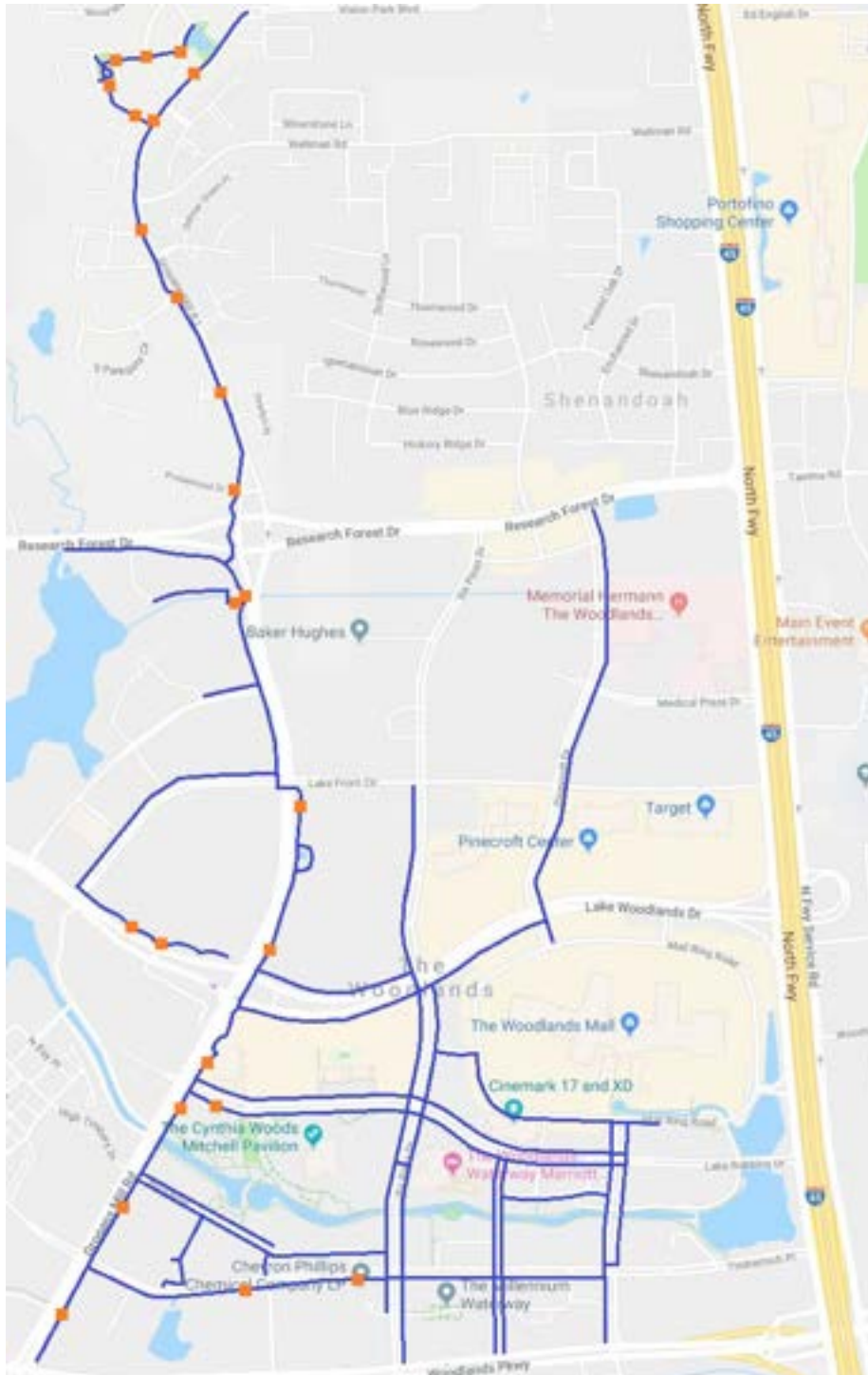
#### College Park (Grogan's Forest-Town Center) Pathway Stencil locations



## APPENDIX E

### Project Pathway Maps-Examples

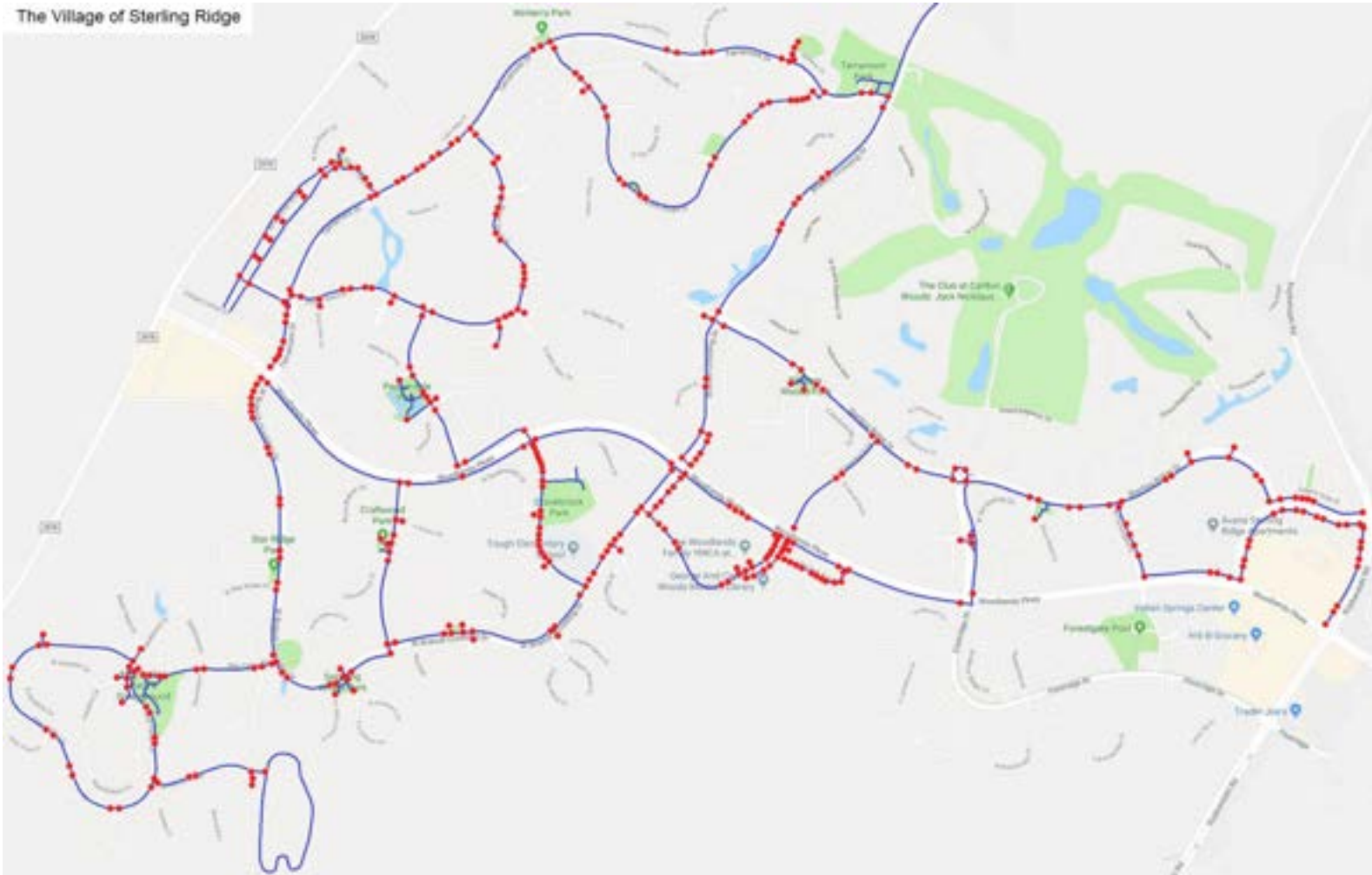
College Park (Grogan's Forest-Town Center) Crosswalk locations



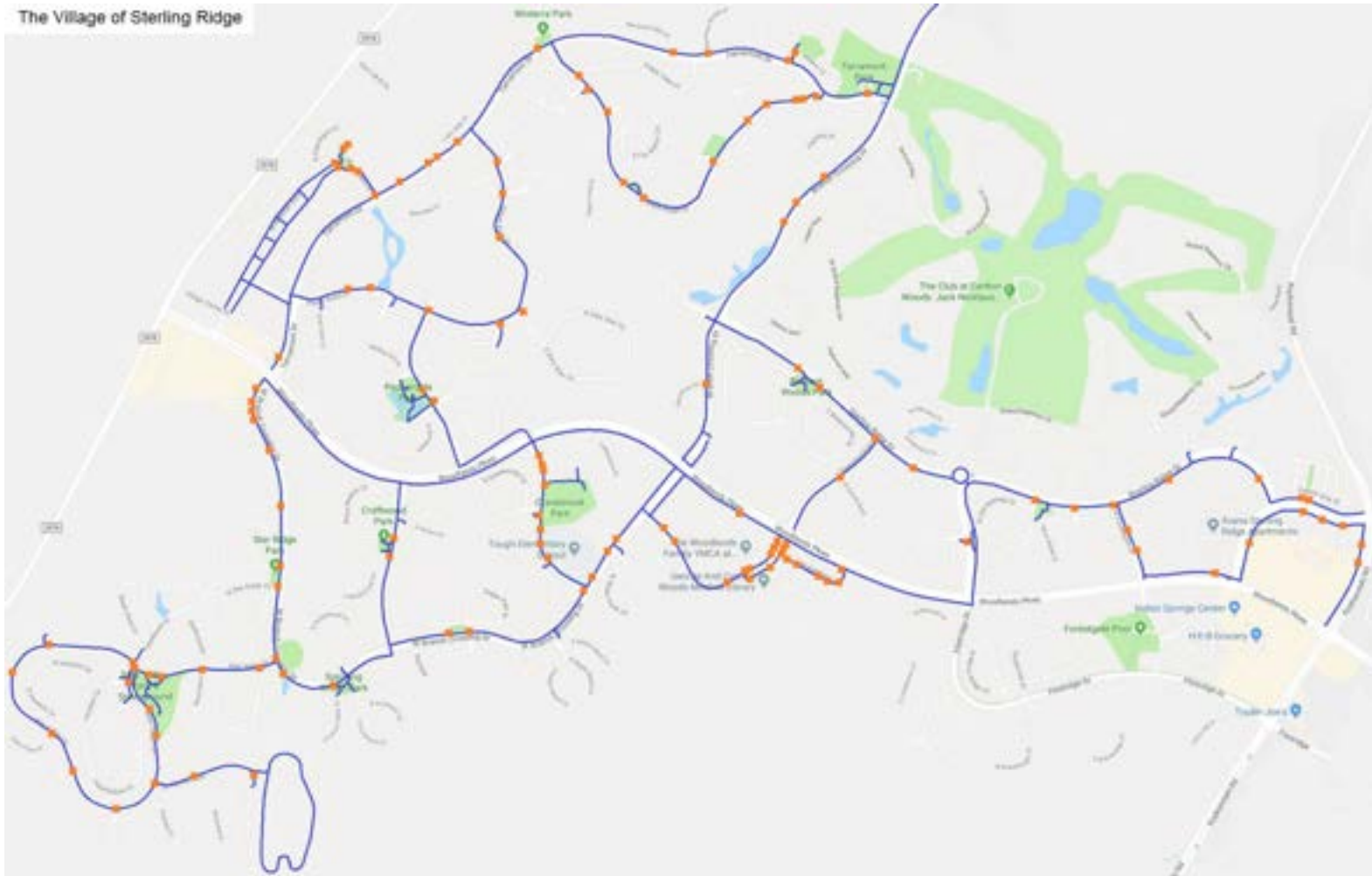


**APPENDIX F**  
**Project Pathway Maps-Examples**

**Sterling Ridge Pathway Stencil locations**

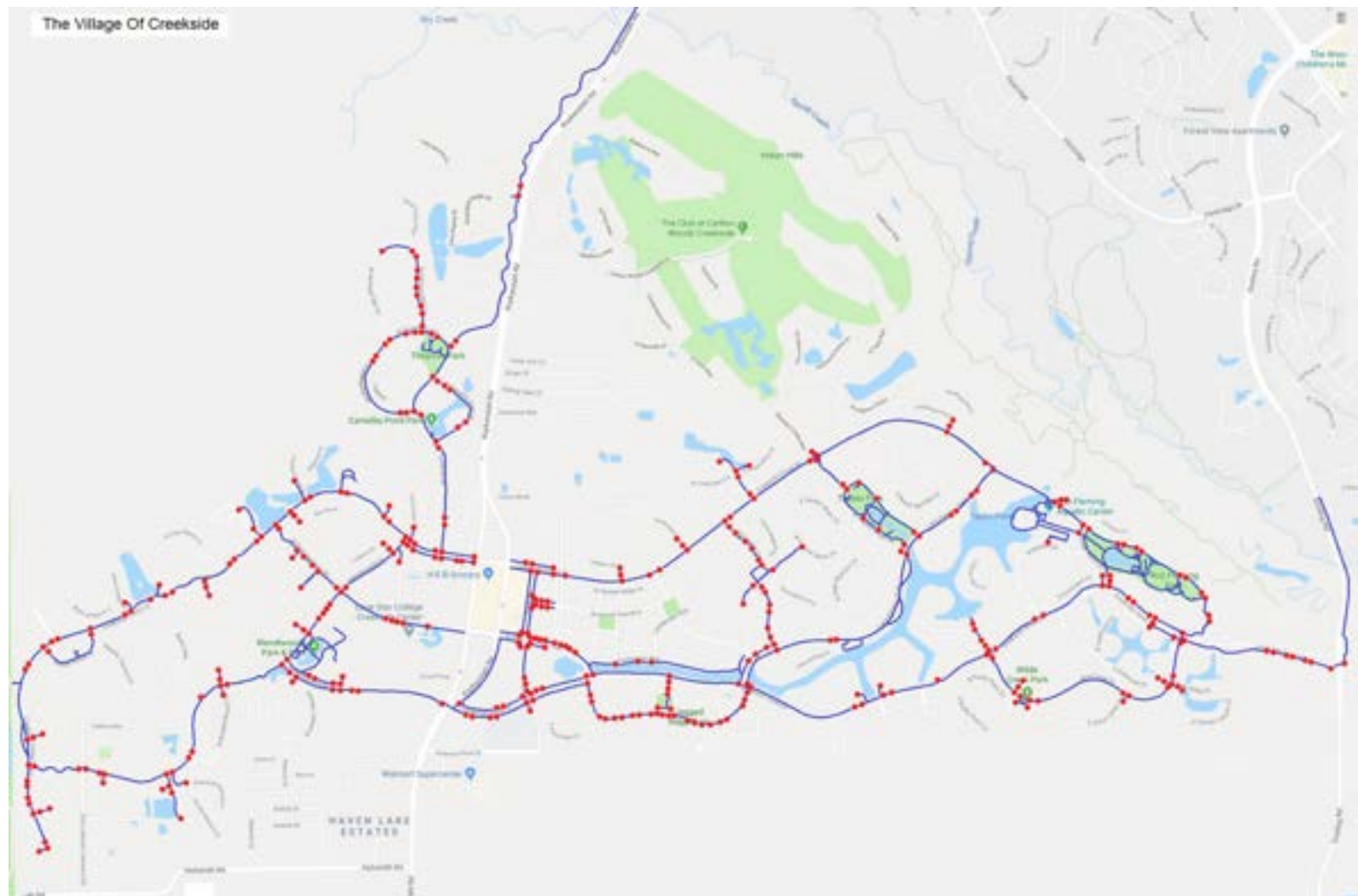


## Sterling Ridge Crosswalk locations



**APPENDIX H**  
**Project Pathway Maps-Examples**

**Creekside Park Pathway Stencil locations**



## Creekside Park Crosswalk locations

