



The Woodlands Township

The Woodlands, TX

Invitation for Bids 2025 Shadowlake Marsh Boardwalk Replacement Contract Number C2025-0371

SCOPE: Provide all necessary labor for demolition, disposal and rebuilding of approximately 490' of existing 8' boardwalk deck, floor beams and stringers as well as 3 platforms with approximate measurements of 20x40, 30x16 and 24x16.

GENERAL SPECIFICATIONS:

- 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 (Appendix A) with the bid submission.
- 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 printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us
- Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller's office under Sections 806.051, 807.051 or 2252.152 of the Texas Gov't. Code.
- 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 90 days from bid opening.
- Unit prices shall remain in effect for the length of this agreement.
- Evaluation of Bid considers the following considerations: price, ability to adhere to forecasted schedule, vendor's experience.
- Manufacturer's specifications, when used, are to be considered informative to give the bidder

information as to the type and kind requested. Proposals of any reputable manufacturer's regularly produced product of such item similar and substantially equivalent will be considered.

- 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, and fully inform themselves as to all conditions and matters that 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 notify the Township at once and obtain clarification prior to submitting a bid.
- 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.
- A conditional Bid may be cause for rejection.
- Late submittals will be rejected without consideration.
- A pre-bid meeting will be held at the job site located at 5050 Lake Woodlands Drive, The Woodlands, TX 77381, The Woodlands, TX on Wednesday, September 10, at 1:30 am.
- Any questions about the meaning, the intent or the specifications must be inquired by the Bidder in writing no later than 5:00 p.m. CDST on Wednesday, September 17, 2025. E-mail all questions to Brandon Bochat, ParkProjects@thewoodlandstowship-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. All addendums will be posted to the same location as the Invitation for Bids on The Woodlands Township website.
- Completed Bids, references and acknowledgement of the general specifications must be received by The Woodlands Township, 8203 Millennium Forest Drive, The Woodlands, TX 77381, no later than 1:00 p.m. CDST on Friday, September 26, 2025 at 1:00 pm. Please mark outside of sealed bid packaging: **"2025 Shadowlake Marsh Boardwalk Bid C2025-0371"**. Electronic bid submittals are accepted; however, such method does not ensure receipt.
- All email correspondence should be referenced **"2025 Shadowlake Marsh Boardwalk Bid C2025-0371"** 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 awarded the bids.
- Payments will be made by The Woodlands Township within thirty (30) calendar days after satisfactory completion of the project and receipt of final invoice.

Bid Documents Include:

- General Specifications and Acknowledgments
- Reference Form
- Statement of Firms Qualifications
- Insurance Requirements
- Attachment A: Conflict of Interest (CIQ) Form

Release Date: September 3, 2025

General Standards and Specifications and Acknowledgments

Bidder shall **complete every space** in the bidder acknowledgement column with 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.

Item #	Description of Requirements	Bidder's Initials
1	The contractor will furnish all labor for demo, disposal and reconstruction. Prices shall be inclusive of all costs.	
	Contractor's Responsibility	
3	Bidders should carefully examine the bid documents, specifications and other documents, 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.	
	Insurance and Taxes	
4	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.	
5	Contractor shall provide The Woodlands Township acceptable proof of insurance which meets the requirements as identified in this bid packet.	
	Certificate of Interested Parties	
6	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 www.ethics.state.tx.us	
	Compliance with Laws	
7	At contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules and regulations to the federal, state and local, American Disabilities Act (2011 Standards) and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications and consents as may be necessary in connection therewith.	
8	Contractors shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized.	
	Payment	
9	Partial payment will be paid by The Woodlands Township within thirty (30) calendar days after the invoice is received based on the Township's Accounts Payable calendar which will be provided to the successful contractor.	
	Qualifications	
10	The contractor shall provide a summary of contractor demonstrated capability, including the length of time contractor has provided the type of work being requested in this Bid Document.	

11	<p>The contractor shall provide at least three (3) references that received similar services. The Woodlands Township reserves the right to contact any of the organizations or individuals listed. Information provided shall include:</p> <ul style="list-style-type: none"> • Client name • Project description • Project start and end dates • Client project manager name, telephone number and e-mail address 	
	Warranty	
12	<p>The contractor will warranty the following from final payment:</p> <ul style="list-style-type: none"> • Basic Structure- three (3) years 	
	Approvals	
13	An award of bid may be subject to The Woodlands Township Board approval.	
	Scope of Work – Shadowlake Marsh Experience Boardwalk	
14	Contractor will provide labor to demo and dispose approximately 490' of existing 8' boardwalk deck, floor beams and stringers as well as 3 platforms with approximate measurements of 20x40, 30x16 and 24x16 and reconstruction of the same with the deck boards being changed to recycled plastic lumber.	
15	The project site will need to be secured at all times during demo and construction by The Contractor.	
16	Jobsite will need to be cleaned and maintained DAILY by contractor	
17	Work on site will only be permitted between the hours of 7 am to 7 pm	
18	Proper, onsite measurements to be taken by The Contractor prior to demolition to ensure identical reconstruction so guardrails can be reused	
19	All plastic sawdust will need to be contained and disposed of properly so as not to contaminate the site	
20	The Boardwalk shall meet applicable ADA standards	
21	Concrete piers, metal railing, signs and posts to remain and be reused.	
22	All materials as well as on-site dumpster will be provided by The Woodlands Township.	
23	The Township will provide and install new trashcans and mounts	
24	<p>Specifications :</p> <ul style="list-style-type: none"> • ¼" gapping to be maintained between deck boards for proper drainage • Stringers to have a maximum center to center spacing of 16" • Decking to have a 2" overhang along outer edges • 2x4 toe rail will be modified to have 16" bottom spacer gaps with 12" blocking • All deck screws must be countersunk. 	
	Bonds	
25	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, 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.	
26	Contractor is required to provide The Woodlands Township with a 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.	

2025 Shadowlake Marsh Boardwalk Replacement
Contract Number C2025-0371
Bid Tabulation Form

PROJECT	Unit	# Units	Unit Price	Total Cost (Unit Cost X Quantity)
Boardwalk Construction As outlined in Bid Document Scope of Work Items 14-24	1	1		
PAYMENT/PERFORMANCE BOND	Lump sum	1		
TOTAL				
DAYS TO COMPLETE PROJECT				

I certify that this bid 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 fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Date

Signature

Title

Address

E-mail address

Name (please print)

Company Name

Phone Number

Cell Phone

Addendum Acknowledgement

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

Addenda #1 _____

Addenda #2 _____

Addenda #3 _____

References

Please provide information from three (3) references

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:

Statement of Qualifications

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 lighting install and 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 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 compromising this Statement of Bidder's Qualifications.

DATED AT _____, this____day of _____, 20_____.

(Name of Bidder)

By _____
(Signature)

Title _____

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.

**Attachment A:
Conflict of Interest (CIQ) Form**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> Name of Officer </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. <div style="margin-top: 20px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 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). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; border-bottom: 1px solid black; text-align: center;">Signature of vendor doing business with the governmental entity</div> <div style="width: 35%; border-bottom: 1px solid black; text-align: center;">Date</div> </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.