



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

**2023-2026 Township Tree Lighting Services – July 2023**

**C-2023-0125**

**Scope of Work**

The Woodlands Township is seeking bids from professional contractors for tree lighting services for a period of 36 months beginning August 15, 2023. The selected Contractor(s) shall provide, installation, maintenance, repairs, and service for strands of LED Lights: at least 525 trees within the Town Center - Streets & Parks including Hughes Landing, and/or at 13 trees and 2 pergolas in Creekside Village Green (Project A), and/or at least 380 trees along The Woodlands Waterway corridor (Project B). Contractor(s) must be prepared to take on additional trees for each project on an as needed basis.

<b>Mandatory Pre-Bid Meeting Bid at 11:00 a.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>Tuesday, May 23, 2023</b>
<b>Deadline for Written Questions at 5:00 p.m. CST</b>	<b>Thursday, June 1, 2023</b>
<b>Bids Due by 5:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>Friday, June 9, 2023</b>

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 contract for these services, if awarded, shall be for <b>thirty-six (36) months (August 15, 2023 – August 15, 2026)</b> . 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.	
1.2	Within (180) days before the expiration of the Initial Term (March 15, 2026), 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.	
1.3	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.	
1.4	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.	
1.5	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at <a href="http://www.thewoodlandstownship-tx.gov/bids">www.thewoodlandstownship-tx.gov/bids</a> .	
1.6	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.	
1.7	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.	
1.8	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.)	
1.9	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.	
1.10	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.	
1.11	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	

1.12	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.	
1.13	Contractor shall be capable of receiving communication by email, or via phone call/message/app.	
1.14	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.	
1.15	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.	
1.16	Each employee will be identified by a company uniform (shirt, pants, or cap) and vehicles will be clean, and all marked with company name.	
1.17	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.	
1.18	Equipment must be well maintained and in good condition.	
1.19	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.20	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	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.	
1.22	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.	
1.23	Work Orders (WO) and service requests may be sent to Contractor multiple times a week via email, these emails or WOs should be acknowledged upon receipt. Work shall be addressed at the latest during the next regularly scheduled service visit.	
1.24	Additions and modifications to the Contract, i.e., additional trees to be wrapped and maintained are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), The Township will request a proposal for additional services and will add it to the contract, at their discretion. Missed services will be deducted from the monthly invoice based on the pricing reflected in the service matrix/bid tab.	
1.25	Contractor is responsible for obtaining such supplies, materials and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	
1.26	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.	
1.27	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	

1.28	All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.	
1.29	Contractor is responsible for damage to persons and property caused during the performance of contracted work.	
1.30	The Contractor will be held responsible for any damages to trees, plants, shrubs, fences, walls, brick, pavers, glass, etc. that is caused by the Contractors errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Values will be based on The Township's assessment and/or appraisal in accordance to Council of Tree and Landscape Appraisers or other mutually agreeable source.	
1.31	If through inspection and verification, in The Woodlands Township opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the Contractor.	
1.32	In the event the contractor fails to accomplish any task under this scope of work, The Woodlands Township will provide reasonable notice to take corrective action. If the Contractor does not perform the service, The Woodlands Township may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Supplemental Unit Prices	

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 <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
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	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.	
2.5	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 <b>Mandatory Pre-Bid Meeting</b> will take place at The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas 77381, <b>Tuesday, May 23, 2023 at 11:00 am CST.</b>	
3.2	Contractors should visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations.	
3.3	<b>INTERPRETATIONS AND ADDENDA-</b> All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Trohn Trabona, Town Center Superintendent at <a href="mailto:ttrabona@thewoodlandstownship-tx.gov">ttrabona@thewoodlandstownship-tx.gov</a> . 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 <b>Thursday, June 1, 2023 at 5:00 p.m. CST.</b> Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstownship-tx.gov/bids">http://www.thewoodlandstownship-tx.gov/bids</a>	
3.4	<b>Sealed bids</b> , addressed to The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas 77381, Attention: Trohn Trabona, Town Center Superintendent, must be received at the above address no later than <b>Friday, June 9, 2023 at 5:00 p.m. CST</b> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide The Woodlands Township 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.	
3.5	Each sealed envelope containing the bid must be clearly marked on the outside: <b>BID for: Township Tree Lighting Services – July 2023</b> <b>Contract Number: C-2023-0125</b> and the envelope should bear on the outside the name of the bidder and company their address.	
3.6	All companies bidding on this project must include the information outlined in the <b>ITEMS TO BE INCLUDED IN BID SUBMITTAL</b> such as bid checklist, bid bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.	
3.7	All Bids must be made on the required BID TABULATION FORM. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.	
3.8	Bidder is required to submit three (3) references of previous projects of similar or like nature size/value.	

3.9	<b>Bid Bond</b> -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of <u>2% of total project yearly bid</u> , 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.	
3.10	<b>Performance Bond</b> -Contractor is required to provide The Woodlands Township a performance bond in the full amount of the contract(s) first year's value 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 and will be due no later than August 15th for the next contract year.	
<b>4</b>	<b>INVOICING AND PAYMENT</b>	<b>Bidders Initials</b>
4.1	Unit prices shall remain in effect for the length of this agreement (August 15, 2023 – August 15, 2026)	
4.2	Evaluation of bid takes into account the following considerations: price, references, familiarization with The Woodlands, etc.	
4.3	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.	
4.4	Unit price shall be inclusive of all charges (staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).	
4.5	Monthly invoices from the selected vendor must be submitted containing at least the following information: <ul style="list-style-type: none"> <li>• Month of Service</li> <li>• Number of GFCI outlets reset per week</li> <li>• Number of light strands replaced per week</li> <li>• Number of Trees</li> <li>• Description of Unit Price</li> <li>• Total Cost</li> </ul> <b><u>No payment will be made without backup documentation</u></b>	
4.6	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.	
4.7	Contract payment will be on a monthly basis, based on a detailed invoice provided to The Township from the selected Contractor. The billing of services is on a per unit per occurrence price which are submitted as a total monthly price.	
4.8	Monthly Statements – Contractor should provide a Monthly Statement of outstanding/pending invoices. Monthly Statement shall be sent on the 1 <sup>st</sup> day of each Month.	
4.9	The Woodlands Township will not receive a monthly bill for maintenance and service during the months of August and September.	

## Specifications/Matrix-Bid Tab/Maps/Address's

5	Specifications	Bidders Initials
<b>Project A</b> <b>Township Streets (Town Center) &amp; Township Parks (including Creekside Village Green) Tree/Pergola Lighting</b>		
5.1	Project A may be bid individually or combined with Project B as a bid for Project C.	
5.2	The successful bidder must conduct a yearly pre-decoration meeting with the Township Parks and Recreation Department prior to light installation (annually prior to September 10).	
5.3	All trees shall be numerically numbered with metal tags which are to be supplied by The Township in an order that is clearly readable. The Township shall supply contractor with tree lights maps on an annual basis.	
5.4	The Woodlands Township will supply GFCI ground outlets for each tree. As a rule, no fewer than four (4) and no more than five (5) trees are wired to an individual 20-Amp circuit. There may be minor exceptions to this rule within the system.	
5.5	Additional trees may be added to the scope of the project at any time at the Township's sole discretion. The install and monthly unit price included in this bid will apply to any additional trees. Per this bid, new trees need to be tagged and their numerical information given to The Township to update the area map and legend within 14 calendar days.	
5.6	The total number of wrapped trees for Project A may vary from year to year from the base number of wrapped trees indicated on the maps within this scope as a result of tree removal and/or reforestation. The install and monthly unit price included in this bid will apply to any removed or replaced trees and the tree total may fluctuate on a year-to-year basis. <i>i.e., the total number of trees may be lower than 538 on the monthly bill to reflect trees that are no longer present.</i>	
5.7	Due to the nature of this service, Contractor shall not work before dusk or after 11 p.m. unless agreed in writing by The Woodlands Township, except when repairs require building access due to location of time clocks.	
5.8	For each contract year, brand new lights must be installed on all trees including those at Creekside Village Green. <i>The cost of this service shall be included in the unit price.</i>	
5.9	All tree lights shall start being installed no later than the last full week of September of each contract year. Creekside Village Green tree lights shall be replaced with new strands no later than October 7 <sup>th</sup> . <i>The cost of this service shall be included in the unit price.</i>	
5.10	All tree lights shall be installed, plugged in, timers activated, and programs running no later than October 1 <sup>st</sup> of each contract year. <i>The cost of this service shall be included in the unit price.</i>	
5.11	Contractor will be on site for the first working night of each contract year to inspect and ensure all lights are operating correctly.	
5.12	Tree lights shall be removed no earlier than the 1 <sup>st</sup> of August and removal shall be completed by no later than the 14 <sup>th</sup> of August of each contract year. Creekside Village Green lights shall remain up year around and is not subject to this timeline, as outlined above in <i>item 6.9</i> . <i>The cost of this service shall be included in the unit price.</i>	
5.13	Contractor will conduct "loosening" of the light strands as needed, but no less than twice each contract year, with the understanding that the need for regular loosening of strands will be inversely related to the size of the tree trunk (younger trees needing more regular care and attention), to assure proper tree growth. The Township will choose the date for this process in writing. <i>The cost of this service shall be included in the unit price.</i>	

5.14	<p><b>Weekly Service Visits: Town Center Streets and Parks</b></p> <p>Contractor shall perform weekly service checks on Thursday nights. Contractor shall inspect and repair all deficiencies reported by the Township. Additionally, the contractor shall inspect all electrical GFCI outlets and re-set as needed within the first (3) hours of turn-on time, then check all light strands to ensure proper performance as outlined in the manufacturers and this bid's specifications. If LED lights are out these shall be replaced. If strands are dim or non-functioning these shall be replaced. Contractor shall always carry a reasonable amount of stock materials on all vehicles to accomplish these repairs as regularly and quickly as possible.</p> <p>Township expectations of required time per service visits shall be between 6 and 8 man-hours per visit, or more as necessary. Repair time can include daylight hours only for areas in which Contractor has easy access to the light timers and can independently (without Township staff assistance) override the timers to turn on trees and check their own work.</p> <p><i>The cost of this service shall be included in the monthly unit price.</i></p>	
5.15	<p><b>Weekly Service Visits: Creekside Village Green</b></p> <p>Contractor shall perform weekly service visits between Tuesday night and Friday night, unless otherwise agreed upon in writing. Contractor shall inspect all electrical GFCI outlets and re-set as needed within the first (3) hours of turn-on time, then check all light strands to ensure proper performance as outlined in the manufacturers and this bid's specifications. If LED lights are out these shall be replaced. If strands are dim or non-functioning these shall be replaced. Contractor shall always carry a reasonable amount of stock materials on all vehicles to accomplish these repairs as regularly and quickly as possible.</p> <p>Township expectations of required time per one weekly check shall be between 2 and 4 man-hours per visit, or more if necessary. Repairs time can include daylight hours only for areas in which Contractor has easy access to the light timers and can independently (without Township staff assistance) override the timers to turn on trees/ check their work.</p> <p><i>The cost of this service shall be included in the monthly unit price.</i></p>	
5.16	<p>Contractor must maintain records of all weekly service visits and be prepared to provide documentation of the observations and outcomes of those visits to the Township within three business days, if requested. Records should include at minimum the information outlined above in <i>Item 4.5</i> (areas addressed, GFCI's reset, strands replaced, etc.). <i>The cost of this service shall be included in the monthly unit price.</i></p>	
5.17	<p>Contractor shall include with this bid a preliminary plan (or map) for the breakdown of the weekly checks, specifically the routine to ensure all Part A trees will be checked over the course of one day. Any changes from this preliminary plan shall be communicated in writing to the Township within one week of the changed plan. <i>The cost of this service shall be included in the monthly unit price.</i></p>	
5.18	<p>The Contractor shall anticipate the need for emergency repairs to be completed prior to Friday evening during their weekly service visits to ensure trees are lit during the weekends. <i>The cost of this service shall be included in the monthly unit price.</i></p>	
5.19	<p>If the contractor identifies a non-working GFCI outlet they shall report this outlet to The Woodlands Township the next business day. <i>The cost of this service shall be included in the monthly unit price.</i></p>	
5.20	<p>Contractor shall utilize warm white LED mini light sets and include all necessary wiring ensuring proper splitting and utilization of available power (as described below) to light trees in "wrapped" fashion along trunk and every branch, in a horizontal fashion, to a minimum of fifteen feet from ground level.</p>	



5.21	<p><b>Light and Strand/Set Specifications:</b></p> <ul style="list-style-type: none"> <li>A. Contractor must submit a sample strand of lights intended to be used along with the bid submittal.</li> <li>B. Lights are to be of warm white color (traditional clear color, approximately 2500K), and approved by The Woodlands Township prior to the award of the bid.</li> <li>C. All LED bulbs on each set must be of the exact same color, without any variance.</li> <li>D. All lights must have permanently stamped bulbs (lights that are removable from the sockets).</li> <li>E. Lights must have 4-inch spacing along the strand, with 4-inch lead and a 4-inch tail.</li> <li>F. Light strands must be 60hz, 0.48 A, internally fused, internally rectified, UL approved, outdoor light sets.</li> <li>G. <b>Trees:</b> Light strands must have 70 LED 5mm concave mini lights per set on dark green wire.</li> <li>H. <b>Pergolas:</b> For columns, light sets must have 70 LED 5mm concave mini lights per set with green wire; for the Metal Pergola roofline LED C-9 bulbs must be used and all other specifications apply.</li> <li>I. If extension cord is used must be green matching light wire.</li> <li>J. Contractor must supply all electrical outdoor-rated 12-gauge wire dark green extension cords necessary to light all trees as described.</li> </ul> <p><i>The cost of this service shall be included in the unit price.</i></p>	
5.22	<p><b>Tree Wrapping Specifications:</b></p> <ul style="list-style-type: none"> <li>A. Wrapping shall begin no more than 6 inches (6") above grade (or above the mulch line) and continue for 15 linear feet around the main trunk, ending no lower than 15 feet 6 inches above grade (mulch line) on each tree.</li> <li>B. Light strands as wrapped shall be strung in radius horizontally no more than four inches.</li> <li>C. Wrapping shall be inclusive of branches in this defined area as far as is reasonable and safe to wrap with lights and create the aesthetic shown below in the appendix.</li> </ul> <p><b>Metal Pergolas Wrapping Specifications:</b></p> <ul style="list-style-type: none"> <li>A. Contractor shall utilize warm white LED mini light sets (traditional clear color) and include all necessary wiring ensuring proper splitting and utilization of available power (as described below) to light in "wrapped" fashion along columns, in a horizontal fashion, to the top which should be 5mm, concave LED mini lights and shall be spaced horizontally no more than two inches (2") apart.</li> <li>B. The outline of the roofline lights should be concave LED C-9 lights and Shall be spaced horizontally 6" for approximately 35 feet on the inside and outside roofline.</li> </ul> <p><i>The cost of this service shall be included in the unit price.</i></p>	
5.23	All labels, fuses, or extra LED light packs will be removed by the Contractor from light strands before being installed on the trees.	
<b>Project B</b>		
<b>6 Waterway Corridor Tree Lighting Regulations</b>		
6.1	Project B may be bid individually or combined with Project A as a bid for Project C.	
6.2	The successful bidder must conduct a yearly pre-decoration meeting with the Township Parks and Recreation Department prior to light installation (annually prior to September 10).	
6.3	All trees shall be numerically numbered with metal tags which are to be supplied by The Township in an order that is clearly readable. The Township shall supply contractor with tree lights maps on an annual basis.	
6.4	The Woodlands Township will supply GFCI ground outlets for each tree. As a rule, no fewer than four (4) and no more than five (5) trees are wired to an individual 20-Amp circuit. There may be minor exceptions to this rule within the system.	

6.5	Additional trees may be added to the scope of the project at any time at the Township's sole discretion. The install and monthly unit price included in this bid will apply to any additional trees. Per this bid, new trees need to be tagged and their numerical information given to The Township to update the area map and legend within 14 calendar days.	
6.6	The total number of wrapped trees for Project B may vary from year to year from the base number of wrapped trees indicated on the maps within this scope as a result of tree removal and/or reforestation. The install and monthly unit price included in this bid will apply to any removed or replaced trees and the tree total may fluctuate on a year-to-year basis. <i>i.e., the total number of trees may be lower than 368 on the monthly bill to reflect trees that are no longer present.</i>	
6.7	Due to the nature of this service, Contractor shall not work before dusk or after 11 p.m. unless agreed in writing by The Woodlands Township, except when repairs require building access due to location of time clocks.	
6.8	For each contract year, brand new lights must be installed. <i>The cost of this service shall be included in the unit price.</i>	
6.9	All tree lights shall start being installed no later than the last full week of September of each contract year. <i>The cost of this service shall be included in the unit price.</i>	
6.10	All tree lights shall be installed, plugged in, timers activated, and programs running no later than October 1 <sup>st</sup> of each contract year. <i>The cost of this service shall be included in the unit price.</i>	
6.11	Contractor will be on site for the first working night of each contract year to inspect and ensure all lights are operating correctly.	
6.12	Tree lights shall be removed no earlier than the 1 <sup>st</sup> of August and removal shall be completed by no later than the 14 <sup>th</sup> of August of each contract year. <i>The cost of this service shall be included in the unit price.</i>	
6.13	Contractor will conduct "loosening" of the light strands as needed, but no less than twice each contract year, with the understanding that the need for regular loosening of strands will be inversely related to the size of the tree trunk (younger trees needing more regular care and attention), to assure proper tree growth. The Township will choose the date for this process in writing. <i>The cost of this service shall be included in the unit price.</i>	
6.14	<b>Weekly Service Visits:</b> Contractor shall perform weekly service checks on Monday nights. Contractor shall inspect and repair all deficiencies reported by the Township. Additionally, the contractor shall inspect all electrical GFCI outlets and re-set as needed within the first (3) hours of turn-on time, then check all light strands to ensure proper performance as outlined in the manufacturers and this bid's specifications. If LED lights are out these shall be replaced. If strands are dim or non-functioning these shall be replaced. Contractor shall always carry a reasonable amount of stock materials on all vehicles to accomplish these repairs as regularly and quickly as possible. <i>The cost of this service shall be included in the monthly unit price.</i>	
6.15	Township expectations of required time per service visits shall be between 6 and 8 man-hours per visit, or more as necessary. Repair time <b>can include daylight hours</b> only for areas in which Contractor has easy access to the light timers and can independently (without Township staff assistance) override the timers to turn on trees and check their own work. <i>The cost of this service shall be included in the monthly unit price.</i>	

6.16	Contractor must maintain records of all weekly service visits and be prepared to provide documentation of the observations and outcomes of those visits to the Township within three business days, if requested. Records should include at minimum the information outlined above in <i>Item 4.5</i> (areas addressed, GFCI's reset, strands replaced, etc.). <i>The cost of this service shall be included in the monthly unit price.</i>	
6.17	Contractor shall include with this bid a preliminary plan (or map) for the breakdown of the weekly checks, specifically the routine to ensure all Part B trees will be checked over the course of one day. Any changes from this preliminary plan shall be communicated in writing to the Township within one week of the changed plan. <i>The cost of this service shall be included in the monthly unit price.</i>	
6.18	The Contractor shall anticipate the need for emergency repairs to be completed prior to Friday evening during their weekly service visits to ensure trees are lit during the weekends. <i>The cost of this service shall be included in the monthly unit price.</i>	
6.19	If the contractor identifies a non-working GFCI outlet they shall report this outlet to The Woodlands Township the next business day. The cost of this service shall be included in the monthly unit price.	
6.20	Contractor shall utilize warm white LED mini light sets and include all necessary wiring ensuring proper splitting and utilization of available power (as described below) to light trees in "wrapped" fashion along trunk and every branch, in a horizontal fashion, to a minimum of fifteen feet from ground level.	
6.21	<p><b>Light and Strand/Set Specifications:</b></p> <ul style="list-style-type: none"> <li>A. Contractor must submit a sample strand of lights intended to be used along with the bid submittal.</li> <li>B. Lights are to be of warm white color (traditional clear color, approximately 2500K), and approved by The Woodlands Township prior to the award of the bid.</li> <li>C. All LED bulbs on each set must be of the exact same color, without any variance.</li> <li>D. All lights must have permanently stamped bulbs (lights that are removable from the sockets).</li> <li>E. Lights must have 4-inch spacing along the strand, with 4-inch lead and a 4-inch tail.</li> <li>F. Light strands must have 70 LED 5mm concave mini lights per set on dark green wire.</li> <li>G. Light strands must be 60hz, 0.48 A, internally fused, internally rectified, UL approved, outdoor light sets.</li> <li>H. If extension cord is used must be green matching light wire.</li> <li>I. Contractor must supply all electrical outdoor-rated 12-gauge wire dark green extension cords necessary to light all trees as described.</li> </ul> <p><i>The cost of this service shall be included in the unit price.</i></p>	
6.22	<p><b>Tree Wrapping Specifications:</b></p> <ul style="list-style-type: none"> <li>A. Wrapping shall begin no more than 6 inches (6") above grade (or above the mulch line) and continue for 15 linear feet around the main trunk, ending no lower than 15 feet 6 inches above grade (mulch line) on each tree.</li> <li>B. Light strands as wrapped shall be strung in radius horizontally no more than four inches.</li> <li>C. Wrapping shall be inclusive of branches in this defined area as far as is reasonable and safe to wrap with lights and create the aesthetic shown below in the appendix.</li> </ul> <p><i>The cost of this service shall be included in the unit price.</i></p>	
6.23	All labels, fuses, or extra LED light packs will be removed by the Contractor from light strands before being installed on the trees.	

### **Tree Light Maps**

<https://www.thewoodlandstownship-tx.gov/DocumentCenter/View/17540/Tree-Light-Map-2023-Contractor>

## Bid Tabulation Summary

### PROJECT A

#### TOWNSHIP STREETS & PARKS

Service	Unit	Occurrence	Units	Unit Price	Annual Price
Installation	Per Tree - Per Year	1	538		
Installation - pergolas	Per Pergola - Per Year	1	2		
Monthly Maintenance Cost	Per Tree - Per Month	10	525		

#### VILLAGE GREEN MAINTENANCE

Service	Unit	Occurrence	Units	Unit Price	Annual Price
Monthly Maintenance Cost - trees	Per Tree - Per Month	12	13		
Monthly Maintenance Cost - pergolas	Per Pergola - Per Month	12	2		

		Total Annual Cost - Project A			
		Performance Bond - Project A			
		Total Project A Cost			

### PROJECT B

#### WATERWAY CORRIDOR

Service	Unit	Occurrence	Units	Unit Price	Annual Price
Installation	Per Tree - Per Year	1	368		
Monthly Maintenance Cost	Per Tree - Per Month	10	368		

		Total Annual Cost - Project B			
		Performance Bond - Project B			
		Total Project B Cost			

### PROJECT C (Project A & B)

					Annual Price
Total Cost Project A					
Total Cost Project B					
Total Cost Project C (Project A & B Combined)					

## Site Visitation Form

There will be no formal walkthrough of the service areas with The Woodlands Township staff; however, a walk-through of certain sites is required as a condition of this bid. Each contractor is required to submit this *Site Visitation Form* as part of the bid submittal. Failure to submit the form will result in the bid being deemed unresponsive.

I, \_\_\_\_\_, certify that I inspected various sites regarding the Township Tree Lighting Bid, including at least the following locations:

**1. Town Green Park**

2099 Lake Robbins Drive  
The Woodlands, TX 77380

**2. Waterway Square Park**

31 Waterway Square Place  
The Woodlands, TX 77380

**3. Boardwalk at Hughes Landing**

*(address approximate – the boardwalk runs behind the north side of Restaurant Row)*  
1900 Hughes Landing Blvd  
The Woodlands, TX 77381

**4. Town Center Streets** as detailed in maps

The Woodlands, TX 77380

**5. The Woodlands Waterway** as detailed in maps

The Woodlands, TX 77380

**6. Creekside Park Village Green**

26400 Kuykendahl Drive  
The Woodlands, TX 77389

\_\_\_\_\_  
Date(s) of Visit

\_\_\_\_\_am/pm\_\_\_\_\_  
Time(s) of Visit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Company

## Exhibit A - 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 **Township Tree Lighting Services – July 2023**

**Contract Numbers: C-20223-0125**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Cell Phone Number

## Exhibit B - 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 \_\_\_\_\_/\_\_\_\_\_/2023  
MM DD

Addenda #2 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2023  
MM DD

Addenda #3 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2023  
MM DD



# Exhibit C - 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>	<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 5px;"><b>OFFICE USE ONLY</b></div> <div style="padding: 5px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 5px;"> <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: 5px;"> <b>3</b> Name of local government officer about whom the information is being disclosed. <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <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 style="margin-top: 20px;"> <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>		
<div style="border: 1px solid black; padding: 5px;"> <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: 5px;"> <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: 5px;"> <b>7</b> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 100%; margin: 0;"/> Date </div> </div> </div>		

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

## **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 D -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 E –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 lighting install and maintenance business?  
Under what firm or trade names and how long under each?

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

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6. Are you licensed as Contractor in the State of Texas?  
Yes\_\_\_\_ No\_\_\_\_ If "Yes", please provide Contractor numbers?

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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?

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9. Has your firm ever defaulted on a contract?  
Yes\_\_\_\_ No\_\_\_\_ If "Yes", where and why?

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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 \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

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

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

## Exhibit F – 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

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***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 G - 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 H -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 2% of Principal's Bid Amount 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 I – PERFORMANCE 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 September 18, 2023, Township Tree Lighting Services in accordance with plans and specifications referenced in the Contract associated with the 2023-2026 Project Contract.

**NOW THEREFORE**, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactorily 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 \_\_\_\_\_, 2023

BY: \_\_\_\_\_  
(Contractor)

ATTEST:

BY: \_\_\_\_\_ By: \_\_\_\_\_  
(President) (Surety Company)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Secretary) (Attorney-in-Fact)

## Exhibit J -Bid Submission Checklist

***Only items marked with YES 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.***

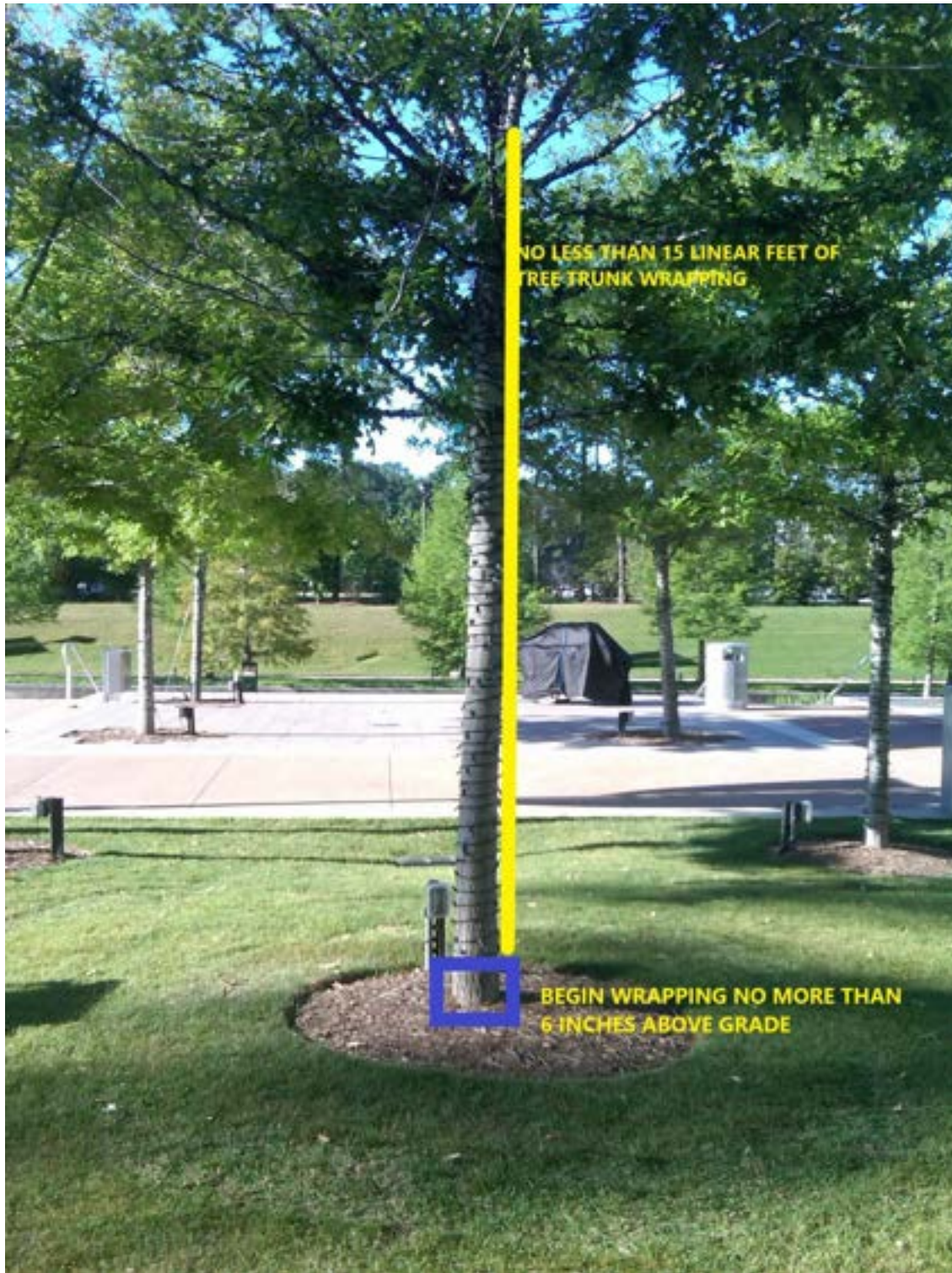
<b>Vendor Name:</b>					
<b>Individual submitting:</b>					
<b>Contract Number</b>					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
<b>YES</b>	General Specifications and Acknowledgement		<b>YES</b>	Sub-Contractor List	
<b>YES</b>	Bid Tabulation Form		<b>YES</b>	Bid Bond-2% of value of bid	
<b>YES</b>	Bid Certification		<b>YES</b>	Equipment List	
<b>YES</b>	Addendum Acknowledgment		<b>YES</b>	<b>Notarized</b> Statement of Bidders Qualifications	
<b>YES</b>	<b>Signed</b> Conflict of Interest Questionnaire (CIQ)		<b>YES</b>	References	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>					
Required		Acknowledged	Required		Acknowledged
<b>YES</b>	<b>Form 1295 –</b> “Certificate of Interested Parties”		<b>NO</b>	<b>Payment Bond</b> This applies to bids that exceed \$25,000	
<b>YES</b>	<b>Performance Bond</b> Requirements. This applies to bids that exceed \$25,000		<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.***

Township Staff Initial _____ Date & Time _____	Township Staff Initial _____ Date & Time _____
---	---

## Sample Tree Pictures

[1] Sample Tree Wrapped: Daytime





*[2] Sample Tree Wrapped: Nighttime*



[3] Sample Tree Close-up: Daytime



*[4] Sample Pergola Close-up: Daytime*





