



**The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381**

INVITATION FOR BID

Contract Number: C - 2026 - 0279

Streetscape and Town Center Maintenance Services

Project North	North Maintenance: Community, Village and Neighborhood Entries and ROW Maintenance
Project South	South Maintenance: Community, Village and Neighborhood Entries and ROW Maintenance
Project Street Sweeping	The Woodlands Township Street Sweeping
Project Tree Care	The Woodlands Township Tree Services (Parks, Street Trees, Waterway)

Scope: Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary to maintain Community, Village & Neighborhood Entries, Right of Way Mowing and Litter, Street Sweeping and Tree Care Services at the standards and frequencies specified in these bid documents. The resulting Maintenance Service Contracts will include the services as outlined in these maintenance standards and specifications for a term of thirty-six (36) months beginning January 1, 2027, and ending December 31, 2029.

Mandatory Pre-Bid Meeting at 10:00 a.m. CST in person at 8203 Millennium Forest Drive, The Woodlands, TX 77381	March 18, 2026
Deadline to submit Written Questions at 4:00 p.m. CST	April 15, 2026
Bids Due by 1:00 p.m. CST at 8203 Millennium Forest Drive, The Woodlands, TX 77381	May 15, 2026

General Standards and Specifications

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

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

1.9	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	
1.10	<p>Project(s) will be awarded based on a point system. The point system will be based on references, staffing plan, operating plan, location, equipment list, base bid price and added services costs.</p> <ul style="list-style-type: none"> • References - 5 Points • Staffing Plan - 20 Points • Operating Plan - 15 Points • Location - 5 Points • Equipment List - 5 Points • Base Bid Price - 30 Points • Additional Services Price - 20 Points 	
1.11	If the winning bidder fails to accept the terms and conditions, the Township may, at its discretion, either reopen the bid to the public or award the project(s) to the second-place bidder for the applicable project grouping. To ensure adequate coverage and capacity, the Township will award a single bidder to Project – North and a single bidder to Project – South. Project – Street Sweeping and Project – Tree Care can be awarded to individual bidders or to the winners of Project – North or Project – South.	
1.12	It is understood that in addition to the items outlined in this bid package, The Woodlands Township’s maintenance responsibilities are continually expanding and contracting, and the successful contractor shall be capable of handling contract Amendments (additions, modifications, alterations, or deletions) throughout the term of the contract to the same standards, frequencies, unit cost and expectations outlined herein.	
1.13	Contractors shall be capable of receiving communication via email, phone call, text message or communication apps (i.e. Microsoft Teams, GroupMe, etc.)	
1.14	Contractor shall remove all rubbish, waste and discarded material on a daily basis that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.15	Contractors shall provide all equipment, labor, trucks, and material necessary to perform the required services. No equipment, material or personnel shall be provided by the Township to Contractor unless agreed upon in advance in writing by the Township. Contractor shall provide the Township a report prior to each contract year of the number of Contractor employees qualifying under H-2B work status. All workers shall abide by the standards and regulations of the U.S. Citizenship and Immigration Services.	
1.16	Contractor’s employees shall be identified by company uniform (shirt, pants, or cap). Vehicles shall be clean and marked with the company name. All sub-contractors who provide services to the primary Contractor shall comply with this same requirement.	
1.17	Contractors shall behave and operate in an environmentally sound and professional way, as to not create damage or 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 otherwise agreed in writing by the Township.	

1.20	Work generally may be performed between 7:00 a.m. and 6:00 p.m., on Monday through, unless otherwise agreed to in writing by The Woodlands Township. The Township may direct specific times for certain work to be performed to not interfere with community activities, special events, construction, or traffic flow. Work that will impede traffic flow to any degree shall receive approval from the respective county officials, prior to work commencement. Contractors are required to comply with all local, state, and federal traffic control laws and regulations and secure county approvals.	
1.21	Safety of residents and visitors is of the utmost importance. It will be the Contractor's responsibility to secure areas in and around where the work is being performed.	
1.22	Contractor is liable and financially responsible for any property damage that may occur during or resulting from the contractor's or contractor's subcontractor's services. Damage to homes, private structures, vehicles, signage, utilities, irrigation, landscape, or grounds shall be repaired at the Contractor's sole expense in a "timely" manner.	
1.23	Services can only be requested by authorized Township personnel who include Foreman, Contract Specialist, Supervisor, Superintendent/Manager, Asst. Director, Director, Chief Operating Officer, or President/Chief Executive Officer.	
1.24	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes trees, bushes, wildflowers and wildlife, and to enhance it by adding landscaping and the development of the lakes and open space. Developed areas were created with Restricted Open Space Reserves of natural and enhanced strips of forest surrounding them. No one can replace what nature has created, and to preserve this beauty, The Woodlands Township expects the Contractor cooperation and adherence. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by The Woodlands Township designee.	
1.25	<p>The following Exhibits are listed in the Bid document:</p> <ul style="list-style-type: none"> • Exhibit A – Maintenance standards and specifications • Exhibit B – Bid Tab Forms • Exhibit C – Bid Matrixes • Exhibit D – Additional Services Price Form • Exhibit E – Bid Certification Form • Exhibit F – Addendum Acknowledgement • Exhibit G – Conflict of Interest Questionnaire • Exhibit H – References • Exhibit I – Statement of Qualifications • Exhibit J – Subcontractors • Exhibit K – Insurance Requirements • Exhibit L – Site Visitation Form • Exhibit M – Streetscapes Services G.I.S. Map • Exhibit N – Creekside Mulch Locations • Exhibit O – Village Visibility Pruning Sample • Exhibit P – Town-wide Roads and Collector Streets • Exhibit Q – 242 @ I-45 Underpass Maintenance Boundary • Exhibit R – Town Center Visibility Pruning Sample • Exhibit S – Waterway Tree Inventory 	

	<ul style="list-style-type: none"> • Exhibit T – Staffing Plan Example • Exhibit U – Example Tree Removal Backup for Invoicing • Exhibit V – Example of Daily Deliverables • Exhibit W – Bid Submission Checklist 	
1.26	<p>The following projects are listed within Exhibit A:</p> <ul style="list-style-type: none"> • Exhibit A1: Project North – North Community, Village and Neighborhood Entries and ROW Maintenance • Exhibit A2: Project South – South Community, Village and Neighborhood Entries and ROW Maintenance • Exhibit A3: Project Street Sweeping • Exhibit A4: Project Tree Care 	
1.26	<p>The following sites are examples of locations suggested for the bidder to review to gain an understanding of the different standards, layouts and conditions that are required to prepare bids for these projects. It is highly recommended that the Bidder review and inspect every location within the boundaries of the Township that are included in the Scope of Services and Bid Documents and not just these examples.</p> <p>Community, Village, Neighborhood and Town Center Entries (Projects North, South, Tree Care)</p> <ul style="list-style-type: none"> • Gosling Rd. and Creekside Forest Dr., Community Entry (Project South) • SH 242 and I-45, Village Entry & Underpass Services (Project North) • Woodlands Parkway and Kuykendahl Rd., Village Entry (Project South) • Grogan’s Point Rd. and Sawdust Rd., Neighborhood Entry (Project South) • Copperleaf Dr. and Lake Woodlands Dr., Neighborhood Entry and Enhanced Intersection (Project North) • Waterway Avenue and Waterway Square, Town Center Streetscape (Tree Care) <p>Right of Way Maintenance and Street Sweeping Maintenance (Projects North, South, Street Sweeping)</p> <ul style="list-style-type: none"> • Woodlands Parkway (I-45 to FM 2978 – both directions, including middle medians) (Projects South, Street Sweeping) • Grogan’s Mill Rd. (Sawdust Dr. to Vision Park Blvd.) (Projects North, South, Street Sweeping) • SH 242 – College Park Dr. (FM 1488 to Trade Center Blvd.) (Projects North, Street Sweeping) • Creekside Forest Dr. (Gosling Rd. to Hufsmith Rd.) (Projects South, Street Sweeping) • Branch Crossing Dr. (Research Forest Dr. to Woodlands Parkway) (Projects North, South, Street Sweeping) <p>Tree Care Services (Project Tree Care)</p> <ul style="list-style-type: none"> • Waterway (Pathway between Six Pines Dr. and Woodloch Forest Dr.) 	

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 with the Bid Submission.	
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 with the contract. The form can be found at www.ethics.state.tx.us	
2.3	At Contractor's own cost and expense, Contractor shall comply with, and ensure all sub-contractors comply with, all local, state and federal laws, ordinances, rules, and regulations as well as OSHA authorities and departments relating to or affecting the work hereunder. Contractor shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to the Township copies of said licenses, certifications, registrations, permits and insurance certificates prior to the commencement of any Work.	
2.5	Traffic control, where and when needed as prescribed by the State of Texas and/or Montgomery County and/or Harris County, must meet the requirements of the state and County laws, regulations including the Texas Manual on Uniform Traffic Code. The cost to abide by these laws, regulations and Code shall be included with the unit costs to perform the Work. The Woodlands Township boundaries encompass two counties and four county precincts. The contractor should familiarize himself with these boundaries, the traffic control requirements and relative contact information for the respective county officials.	
2.6	All work, services, repairs, maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes adopted by the State of Texas.	
2.7	Contractor shall provide The Woodlands Township with acceptable proof of insurance and endorsement forms that meet the requirements as identified herein. Contractor shall provide the dollar amounts specified for liability and coverage. Proof of Insurance must be provided before any work is to begin. See Exhibit K.	
2.8	Contractors shall only use E.P.A. approved chemical materials and provide M.S.D.S. and/or S.D.S. sheets for any materials utilized in the performance of the Work upon request of the Township.	
2.8.1	All pesticides and chemicals used to perform the Work must be applied only by a Commercial Agriculture Pesticide Applicator licensed by the Texas Department of Agriculture or supervised by a duly licensed Applicator. All pesticides and other chemicals must be applied in accordance with the label directions. Contractor is responsible for keeping chemical logs of all applications per Texas Department of Agriculture (TDA) standards. The Contactor shall provide the Township a Pesticide Application Notice prior to all pesticide applications and shall provide copies of pesticide application records and logs within three business days of the Township's request.	
2.9	Contractor will be responsible for compliance of maintenance service operations within the specifications and guidelines established by the Texas Department of Transportation (TxDOT). All equipment must meet Tx DOT standards and regulations.	

3	INSTRUCTIONS	Bidders Initials
3.1	<p>A MANDATORY Pre-Bid Meeting will take place on Wednesday, March 18th, 2026, at 10:00 a.m. CST. This meeting will be held in person at The Woodlands Township, 8203 Millennium Forest Dr., The Woodlands, Texas 77381.</p>	
3.2	<p>Contractors are required to visit all work locations to best determine the size, scope and expectations of the Projects. The Woodlands Township strongly encourages the Contractors to become expertly knowledgeable on The Woodlands Township Streetscape and Town Center Maintenance Programs as well as their Scope of Services, Specifications, Standards and expectations.</p>	
3.3	<p>INTERPRETATIONS AND ADDENDA- All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Mark Honore, Streetscape Superintendent, and Trohn Trabona, Town Center Superintendent, via email: mhonore@thewoodlandstowship-tx.gov and ttrabona@thewoodlandstowship-tx.gov . Interpretations, questions, or clarifications will be considered by the Township and responded to by issuance of an Addendum. All questions must be submitted no later than Wednesday, April 15, 2026, at 4:00 p.m. CST. Only answers issued by Addenda are binding. All addendums will be posted on The Woodlands Township website http://www.thewoodlandstowship-tx.gov/bids</p>	
3.4	<p>Sealed bids, addressed to The Woodlands Township, 8203 Millennium Forest Dr., The Woodlands, Texas 77381, Attention: Mark Honore and Trohn Trabona, must be received at the above address no later than Friday, May 15, 2026 at 1:00 p.m. CST for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide Township services based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the Proposal forms furnished with this bid package. Electronic versions of Exhibits: B – Bid Tab Form, Exhibit C – Bid Matrix and Exhibit D – Additional Services Price Form are REQUIRED and must be submitted via email for staff to create a Bidders Tab. An entire bid can be submitted electronically via email. All bids sent via email must be received no later than Friday, May 15, 2026, at 1:00 p.m. CST. Bids submitted via email shall be submitted to mhonore@thewoodlandstowship-tx.gov and ttrabona@thewoodlandstowship-tx.gov. The Township assumes no responsibility for any electronically late or undeliverable bids. If the bid is not acceptable by electronic delivery, then a sealed bid document will be accepted provided it is received prior to the stated deadline.</p>	
3.5	<p>Each sealed envelope containing the bid(s) and/or email must be clearly marked on the outside and subject line:</p> <p>BID for: 2027 - 2029 Streetscape and Town Center Maintenance Contract Number: C-2026-0279</p> <p>The envelope should bear on the outside the name of the bidder and address.</p>	
3.6	<p>All companies bidding on this project must include the information outlined in the ITEMS TO BE INCLUDED IN BID SUBMITTAL such as bid checklist, list of subcontractors, list of existing equipment and equipment to be purchased if awarded the contract, licenses/registrations insurance requirements, and other items requested in this bid document.</p>	

3.7	All Bids must be made on the required BID TABULATION FORM. All spaces for BID prices must be filled in, in ink or typewritten, leaving no blanks and the BID TABULATION 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.	

4	SCOPE OF WORK	Bidders Initials
4.1	The contract for these Projects and services, if awarded, shall be for thirty-six (36) months (January 1, 2027 – December 31, 2029) . All financial obligations of The Woodlands Township under contract are conditional as they relate to a yearly appropriation during the annual budget process.	
4.2	Prior to one hundred and eighty (180) days before the expiration of the Initial Term (July 4, 2029), The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the “Renewal Notice”) for an additional period (the “Renewal Term”). If the Woodlands Township delivers the Renewal Notice, the Parties shall within thirty (30) days 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 may be limited to a maximum of two (2) three (3) year renewal periods.	
4.3	When applicable, Work Orders (WO) and service requests may be issued to Contractor via email and Tyler. WO’s and service requests may be issued frequently and must be acknowledged by Contractor upon receipt. Each Work Order shall be addressed based on a priority scale: Immediate, High, Medium, and Low priority designations. Work Orders addressed as Immediate priorities shall be addressed within 1 day. Immediate priorities will be accompanied with either an email or phone call to the Contractor’s representative stating the “Immediate” nature of the Work Order. High priorities shall be addressed within 7 calendar days and generally consist of requests to remove hazard trees. Medium priorities shall be addressed within 14 calendar days and generally consist of requests to remove non-hazardous trees or perform landscape repairs. Low priorities shall be addressed within 21 calendar days. At any time, the Township may reclassify a work order to a higher priority and instruct the contractor to advance a work request ahead of others for whatever reason or cause. The Contractor shall notify the Township in advance if any Work Order is not going to be addressed per the priority timeframes.	
4.4	The Contractor must be available to perform Emergency Work on a 24-hour basis for any contracted related emergency. The Contractor must respond to the site of the emergency within two (2) hours after receipt of an emergency service request. Emergency Work shall be compensated at a separate unit rate identified in the Bid Tabulation Form. Examples of emergency work could be, but are not limited to hazardous tree removal, debris, limbs, or materials blocking roadways, storm or weather-related hazards, irrigation breaks or repairs. See Forestry and Irrigation sections for more details.	

4.5	Contractor is responsible for obtaining all supplies, materials, and parts, unless otherwise to be provided directly by the Township. Contractor's supplies, materials, and parts shall be new and of good quality, the cost of which shall be billed to the Township as reflected in the proposal from the Contractor. Installed materials that fail before expiration of its warranty shall be replaced by the contractor with new material at no cost to the Township.	
4.6	Trees and other landscape/nursery stock delivered and/or installed as part of the Work shall meet or exceed the standards set forth by the American National Standards Institute (ANSI Z60.1 and A300).	
4.7	The Work will be performed in locations that are public and extremely sensitive to disruption. Contractors must ensure the general public and user's safety when performing services in and around all locations.	
4.8	Contractors shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
4.9	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend The Woodlands Township for any acts or omissions of any such sub-contractor.	
4.10	Maintenance Standards and Specifications – See Exhibit A1-A4	

5	INVOICING AND PAYMENT	Bidders Initials
5.1	Payments for the completed base bid services rendered will be monthly, based on a detailed invoice provided to the Township from the selected Contractor. At the end of each monthly period the Contractor shall forward the monthly invoice to invoice@thewoodlandstowship-tx.gov . The billing of services is based on a per unit price which is submitted as a total monthly price. The unit prices will be defined in Exhibits B1 – B4 Bid Tab Forms for each of the projects. Deductions, reductions, or modifications for partial completions of maintenance will be based on the identified unit price in Exhibits B1 – B4.	
5.2	Unit prices shall remain in effect for the length of this agreement (January 1, 2027 – December 31, 2029). Contractor may request an increase in the unit prices after the end of the first year of the Contract term for the second year of the contract and annually thereafter. Upon receipt of the written request by the contractor to increase the unit prices, the fees shall be adjusted to reflect changes in the cost of operations excluding capital costs, as reflected by fluctuations in the Consumer Price Index ("CPI") for Series ID: CUUR0000SA0L1E Not seasonally adjusted, South Urban, Area Code: S37B. All Items as published by the U.S. Department of Labor; Bureau of Labor Statistics. The fees shall be increased for the ensuing twelve-month period by an amount equal to the new CPI rate. Notwithstanding, the CPI rate shall not increase during any year by more than three percent (3%).	
5.3	This is a TAX-EXEMPT contract. A tax exemption certificate will be supplied to the contractor who may then issue a resale certificate to suppliers and subcontractors.	

5.4	Unit prices shall be inclusive of all charges (preparation, licenses, certifications, labor, materials, supplies, equipment, disposal, truck charges, environmental charges, traffic control, etc.).	
5.5	<p>Monthly invoices from the selected vendor must be submitted containing <u>at least</u> the following information:</p> <ul style="list-style-type: none"> • Month of Service • Service provided as line item (include work order number if applicable) • Where the services were provided (Village, Town center, Town-wide road, collector street, including maps of service locations) • Unit Price • Frequency of service • Total cost • Dates visited – description of Base Bid services per location • Dates visited – additional services outside of Base Bid services • Any additional reports deemed necessary by The Township <p>No payment will be made without the report as backup documentation – See details outlined in General Standards and Specifications</p> <p>****Billable as needed additional services Forestry and Irrigation work needs to be invoiced separately and billed on a weekly basis (See 5.6 for Forestry Invoicing below).</p>	
5.6	<p>Forestry invoicing shall be on a <u>weekly basis</u> and emailed to invoice@thewoodlandstowship-tx.gov.</p> <p>Invoices will identify the following. See <i>Exhibit U</i></p> <ul style="list-style-type: none"> • Each tree removed or hourly rate work description • Diameter, • Location, • Type of removal, • Day of request to remove • Actual date of removal. • If there is no Work Order number associated with the tree put the name of the supervisor that approved the removal. • Unit Cost • Work Order number (sent by Township Staff) 	
5.7	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice unless the Township disputes any portion of the Invoice and the Contractor is not in default under the provisions of this contract.	
5.8	Cost for materials, supplies, and equipment not included in the Base Bid will be billed at cost plus an additional mark-up percentage as identified in the Bid Tabulation Form. A verification of cost of materials shall be provided for all materials, supplies, and equipment purchased to complete the job. All per hour costs shall be inclusive of all charges (truck charges, shop cost, service, fuel, etc.)	
5.9	Additional Services- Contractor shall submit to the Township invoices upon completion of proposals, service requests, or Work Orders but no later than monthly or thirty (30) days after completion of the work. Invoices may include multiple service requests and Work Orders if outside of Base Bid Services.	

5.10	Additional Services shall be based on unit prices (cost per hour, cost of materials, etc.) for the work requested as identified in the Bid Tabulation, Bid Matrix and the Additional Services price form. The Township will request a proposal for additional services added and will add it to the contract at their discretion. All additional services need prior approval by The Township.	
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6	GENERAL SPECIFICATIONS	Bidders Initials
6.1	The objective of The Woodlands Township maintenance is to achieve world-class conditions with little to no frustration on the part of the Township or its residents, visitors and businesses. The selected contractor will provide DAILY UPDATES documenting how the execution of Work and related standards are being maintained to this condition. To achieve this objective, The Woodlands Township submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.	
6.2	Time is of the essence regarding the Contract. Delays in completing the Work inconvenience the traveling public, obstruct traffic, interfere with, and delay commerce, increase risk to roadway users, and adversely impact the health of the landscape. Because the Township finds it impractical to calculate the actual cost of delays, it has adopted the following formula to calculate liquidated damages for failure to complete the Work of the Contract on time. Accordingly, the Contractor agrees: <ul style="list-style-type: none"> a) To pay 50% liquidated damages for each Working Day beyond the number of working days established for completion of the Work or Project: and b) To authorize the Township to deduct these liquidated damages from any money due or coming due to the Contractor 	
6.2.1	Liquidated Damages Formula per Cycle Occurrence. $LD = 0.50 * B / D$ Where: LD = liquidated damages per working day (rounded to the nearest dollar) B = original Bid tab price amount D = original number of days allowed for completion of work or cycle Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, to any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.	
6.3	Weather delays will impact Contractors' ability to stay on schedule. Contractors and Township must agree on what additional time will be added to the current cycle, so that timelines can be met. One hour of work stoppage equals one hour of added time.	
6.4	Additions to the Contract - New Entries and Roads (which will need ROW maintenance, Street Sweeping, etc.) may be developed from time-to-time during the contract term. The cost to add such new areas or services will be based on the Unit Prices as agreed upon in	

	the bid (refer to additional services price form). The Township will request proposals for additional services and may add additional services to the contract at its sole discretion. Over the past 5 years, one (1) Community entry, three (3) Neighborhood entries and 1.2 miles of ROW have been added to the Streetscape system.	
6.5	Unit pricing will be used for any deductions caused by missed or partially completed services.	
6.6	Measurements contained herein should only be used as an estimate. Contractor is responsible for accurate measurement of all maintained areas, turf areas, landscape beds, volume of mulch, etc. All invited bidders should examine all areas included in this bid to ensure accurate measurements and unit pricing in the bid.	
6.7	Proper and verifiable licenses and certifications to include, but are not limited to: <ul style="list-style-type: none"> • State Texas Licensed Irrigator • State of Texas Licensed Pesticide Applicator (Commercial) • Certified National Association of Landscape Professionals (optional) • Texas Certified Landscape Professional (optional) • ISA Certified Arborist (optional) • Licenses shall be provided with the contract and not later than 10 days after an employee change has been made Copies of the certifications should be included in the bid submittal as supplemental information.	
6.8	Contractors must include a detailed EQUIPMENT LIST necessary to complete the work outlined in these specifications and submit it with the bid and annual schedule.	
6.9	Contractors shall include an ORGANIZATION CHART/STAFFING PLAN that identifies the personnel dedicated to this contract, including any subcontractors, their titles/job function, and their responsibilities. Operation Plans, i.e. planned routes, landscaping specific technology, admin staffing, etc., are welcomed information that will aid in awarding the bids. Plans must include a separate crew with the ability to “hot shot” or “float” in order to fix base bid issues found in the QSA within 24 hours of the initial service. This crew shall operate independently of routine maintenance crews for scheduling purposes.	

7	INSPECTIONS AND REPORTS	Bidders Initials
7.1	The Contractor is to conduct inspections of the Work and provide reports to the Township as indicated below. Inspections and reports are to be performed and completed by competent and seasoned professionals. The Contractor must be able to respond and communicate with the Township regarding the inspections and reports as well as all other matters necessary to complete the Work via electronic mail, phone, and text message daily.	
7.2	Daily Deliverables- Daily Schedules, Quality Site Assessments (QSA), Irrigation Inspections, Tracker Spreadsheet updates and Proposals shall be provided to the Township, prior to 8 a.m. via email or Teams. These schedules shall include the working locations for each crew, and the type of task performed. Additional communication, emails or phone calls shall be warranted when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, dead tree removals, etc. Daily Deliverables	

	should be used to create proposals for additional services, tree fertilizations/fungicides, plant enhancements, rut and sod repairs, etc. Plant replacement proposals shall be completed within fourteen (14) days of creation. The primary point of contact for the Daily Deliverable submittals is the Streetscape Superintendent.	
7.3	Quality Site Assessments (QSA) are Site Inspection Reports that include verification of services performed, conditions of the grounds (i.e., groundcover and turf appearance and health, tree issues, etc.) and issues of concern. A QSA is only needed when an issue occurs at a site. If the contractor determines there is no issue to report, the site will not need a QSA. A QSA shall consist of a time and date stamped photo, location of report. Software programs such as “Smartsheets” or “L.M.N.” that allow information sharing are highly encouraged (Microsoft PowerPoint is currently being used and shared daily via Teams). The Contractor and the Township shall mutually agree as to the format of the assessments. The assessments shall be submitted daily within 24 hours of work completion. The goal of the QSA is to perform quality control, by mitigating issues within the 24 hours of the service (i.e. pulling weeds, irrigation repairs, pruning, etc.). A picture to confirm completion shall be sent to Township staff for verification. Any billable issues cited in the QSA shall be proposed to the Township within 72 hours of the service.	
7.4	A Tracker spreadsheet will be provided for the Contractor. The contractor shall fill the tracker out daily, notifying the Township of completed services, entry maintenance, irrigation inspections, annual cutbacks, chemical applications, etc. Exhibit V.	
7.5	As a part of the reporting process and to ensure effective communication and quality control, the contractor will be expected to meet with Township representatives weekly. At least one Contractor representative in a position of authority shall attend. Contractors should be capable of attending remote meetings when necessary. Most meetings in this setting would occur on platforms such as Microsoft TEAMS or Zoom.	
7.6	The Township may require additional reports from time to time from the Contractor as conditions warrant, for which the Contractor will not reasonably deny.	

8	CONTRACTOR RESPONSIBILITIES AND LIABILITIES	Bidders Initials
8.1	Contractors must ensure the public’s safety when performing services.	
8.2	Contractor shall adhere to image standards – meaning each production employee will be in a uniform (shirt, pants, and cap), and vehicles will be clean, and in good condition.	
8.4	Contractor is liable for damage to persons and property caused during the performance of contracted work. The Township will report any submissions to the contractor.	
8.5	Contractor is responsible for responding to emergencies as deemed necessary by the Township. Contractors shall provide an emergency response number(s), office, and mobile number. Contractor must respond to the emergency as defined in the bid documents.	
8.6	Contractor is responsible for the legal disposal and cost of debris removal for the Base Bid.	
8.7	All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors being used shall be submitted with the Bid along with their function and qualifications.	

8.8	No removal of any live tree (including understory and shrubs in the existing landscape or the surrounding “natural” area) shall occur without the prior approval (written or oral) of the Township.	
8.9	The Contractor will be responsible for damages to grass, trees, plants, shrubs, irrigation components, fences, walls, brick, pavers, glass, signs, drainage structures, etc. that is caused by the Contractor’s or his sub-contractor’s errors. Contractor will make repairs, cause repairs to be made, or make restitution to repair such damage. The assessment of damages will be based on; 1) the cost to repair or replace the damaged property to original condition; 2) a third-party estimate; 3) insurance appraisal; 4) values based on the Council of Tree and Landscape Appraisers; or 5) other mutually agreeable source.	
8.10	If the Contractor fails to perform any task to the quality standard as defined in the Scope of Services as determined by The Woodlands Township, the Contractor shall immediately complete the task to satisfy the specifications without creating a backlog to other maintenance tasks. If the Contractor is unable to return to satisfactorily complete the service, liquidated damages will be assessed per the formula defined in Sections 6.1.1 and 6.1.2. above.	
8.11	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 remedy the non-performance, The Woodlands Township may, at its sole option, cause the non-performed task to be performed through another source and may deduct the cost to complete the task from any monies due the contractor based on the Unit Prices. If the third party’s services are more costly than the unit price, the contractor will credit The Township for those overages.	
8.12	In the event of a discrepancy in service, this agreement may seek to be terminated by The Woodlands Township with a thirty (30) day written notice. At any time during this thirty (30) day period, vendor may respond in writing as to the corrective measures to be taken. Continued like discrepancies will be cause for immediate cancellation.	