

**GROUNDS MAINTENANCE CONTRACT**

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and Elk Ridge Mowing, (hereinafter called the "Contractor"). Agreement is effective on the date of the last to execute below.

**WHEREAS**, the City finds that maintained grounds encourage outdoor activity, attract new residents to the community, and provide for public safety; and

**WHEREAS**, the City finds that expenses for certain City parks are budgeted through the general operating budget and funded by the same general operating account; and

**WHEREAS**, the City seeks to promote transparent accounting for the best interest of the public by contracting for the same or similar services funded by one account with the Contractor; and

**WHEREAS**, the Contractor agrees to provide grounds maintenance to the City; and

**WHEREAS**, the City and the Contractor agree to the terms set in this Agreement.

**NOW THEREFORE**, for and in consideration of the agreements set forth below, the City and Contractor agree as follows:

**ARTICLE I. DEFINITIONS**

- A. **"MAINTAIN"** shall mean the tasks and time periods established by the City for the mowing season within which all prescribed maintenance activities for each area shall be completed.
- B. **"MOWING SCHEDULE"** Mowing and maintenance shall be performed based on the schedules attached in Exhibits including requirements and Bid response.
- C. **"CONCURRENT"** shall refer to all mowing, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must have litter removed the same day the mowing occurs and, and mowed grass shall be blown or swept off of all curbs, gutters, sidewalks, trails and other hard surfaces.
- D. **"MAINTENANCE AND BILLING CYCLE"** shall refer to each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date during which, all prescribed maintenance activities for each area shall be completed.
- E. **"INCLEMENT WEATHER"** shall mean rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be

accomplished safely, or satisfactorily that is, in a manner that will not “rut up” or cause any damage to the turf.

- F. **“TRASH AND LITTER”** shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, creeks, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter. Any illegal dumping should be reported to the City. An illegal dump site will be defined as a pile of debris larger than 3 cubic yards or about the size of a refrigerator.
- G. **“TRIMMING”** shall include using a line trimmer, grass clippers, etc. to complete trimming of grass, shrubs, trees, etc.
- H. **“HEIGHT OF CUT”** shall refer to the setting of mowing equipment to cut grass to a height of three (3) inches for project areas designated for 14-day and 30-day or more mowing cycles. The City may make changes in the height requirements. Mowing below the heights stated above may result in liquidated damages when turf is damaged, e.g., scalping occurs. Repeated damage to turf may result in contract termination.
- I. **“CLUMPED GRASS CLIPPINGS”** shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned, reversing directions.
- J. **“CITY PARKS”** City of Dripping Springs Charro Ranch Park, Founders Memorial Park, Sports and Recreation Park, and Dripping Springs Ranch Park as outlined in maps in *Exhibit “C”*.

## ARTICLE II. SCOPE OF WORK

Work under this Agreement shall consist of specific grounds maintenance activities at the City Parks (“Work”) as shown in the exhibits including the maintenance and mowing requirements in **Exhibit “A”**. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard surfaces. The Contractor shall mow the City Properties in accordance with a mowing schedule attached in Exhibits or as modified in writing by both parties.

## ARTICLE III. PERFORMANCE

### A. Contractor’s Duties

1. Maintenance. Contractor shall remove litter, mow grass, blow debris as specified in the Maintenance Requirements and Mowing Schedule (attached and incorporated as **Exhibit “A” Maintenance Requirements** during maintenance of the City Properties.
2. Equipment. Contractor, at its sole expense, shall provide all necessary equipment to

conduct the Maintenance required under this Agreement in an efficient manner.

3. Hazardous Conditions. The Contractor shall notify the City Administrator immediately of any hazardous conditions and/or damage to City property.
4. Supervision of Work Crew. Contractor shall provide supervision of all work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.
5. Completion of Work. The Contractor shall complete the Work within a minimum of three (3) continuous days, or less, once the work begins. Equipment shall only be brought to the site the day the Contractor starts work and shall only be left on site if the crews are returning the next day. Upon completion of work the equipment must be removed from site. In the event Work cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City Administrator.
6. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. The rates for the work must not exceed the rates per cycle in the Bid Form (**Exhibit "D"**). The invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles (i.e. 6/1- 6/14), project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Contractor shall submit a properly completed invoice to the City.
7. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Agreement. Contractor shall, at its sole expense, maintain during the full term of this Agreement, insurance coverage with limits not less than those provided in this Agreement with insurers licensed to do business in the State of Texas and acceptable to the City. Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. The Contractor's insurance policy shall be endorsed to include the City as an additional insured, and the Certificate of Liability shall be submitted to the City at least ten (10) days prior to commencing work. The insurance coverages shall be as shown in **Exhibit "C"**.

#### **B. City's Duties**

1. Payment. After a properly completed invoice is received and the work is complete and acceptable to the City, and such acceptance shall not be unreasonably withheld, City shall remit payment to Contractor within thirty (30) days.
2. Inspection and Acceptance. City shall monitor the Contractor's activities and ensure the work is performed in accordance with this Agreement. The City shall record, process and submit all pertinent information to the Agreement file for determination

of termination of contract.

3. **Cancel Scheduled Mowing.** The City may cancel scheduled mowing cycles on a week-to-week basis. The Cancellation shall be based upon need, prevailing weather conditions, and available funding.

#### **ARTICLE IV. MISCELLANEOUS PROVISIONS**

- A. Assignment.** Neither the City nor the Contractor shall assign any interest in this Agreement without the prior written consent of the other party.
- B. Amendment.** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
- C. Termination.** The City or the Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of the City and the Contractor.
- D. Relationship of Parties:** It is understood by the parties that Contractor and its employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees. The City may contract with other individuals for firms for landscaping or grounds maintenance.
- E. Conflicts of Interest:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
- F. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
- G. INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR

FROM STRICT LIABILITY.

**H. LIQUIDATED DAMAGES.** FAILURE ON THE PART OF THE CONTRACTOR TO SUSTAIN THE REQUIRED MAINTENANCE OR PERFORM UNDER THIS AGREEMENT MAY RESULT IN LIQUIDATED DAMAGES. THE CITY ASSESSES TWO HUNDRED FIFTY DOLLARS (\$250.00) PER DAY IN LIQUIDATED DAMAGES FOR INCOMPLETE WORK UNTIL ALL WORK IS COMPLETED (LIQUIDATED DAMAGES WILL NOT EXCEED THE TOTAL DOLLARS FOR THE INCOMPLETE PROJECT LOCATION, PER CYCLE).

**I. Term.** The term of this Agreement shall be for one (1) year to commence on **October 1, 2021** and ending on **September 30, 2022**. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.

**J. Notice.** Any notice and or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

**If to the City:**

City of Dripping Springs  
Attn: City Administrator  
511 Mercer Street/ P.O. Box 384  
Dripping Springs, Texas 78620

**If to the Contractor:**

Elk Ridge Mowing  
Attn: Rhondda Cotton  
451 La Buena Vista Drive  
Wimberly, Texas 78676

**K. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**L. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

**M. Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.

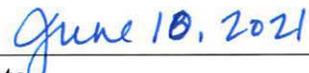
**N. Severability.** If the final judgment of a court of competent jurisdiction invalidates any part

of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

**O. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

**CITY OF DRIPPING SPRINGS:**

  
\_\_\_\_\_  
Bill Foulds, Jr., Mayor

  
\_\_\_\_\_  
Date

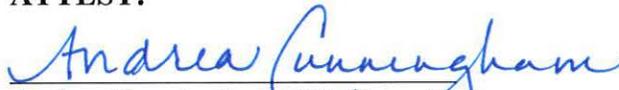
**ELK RIDGE MOWING:**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Andrea Cunningham, City Secretary

**ATTACHMENTS:**

- Exhibit "A": Maintenance Requirements
- Exhibit "B": Maps
- Exhibit "C": Insurance
- Exhibit "D": Contractor Bid



of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

**O. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

**CITY OF DRIPPING SPRINGS:**

Bill Foulds, Jr.  
Bill Foulds, Jr., Mayor

June 10, 2021  
Date

**ATTEST:**

Andrea Cunningham  
Andrea Cunningham, City Secretary

**ELK RIDGE MOWING:**

Rhonda Cotten  
Owner

Rhonda Cotten  
Printed Name & Title

6-15-21  
Date

**ATTACHMENTS:**

- Exhibit "A": Maintenance Requirements
- Exhibit "B": Maps
- Exhibit "C": Insurance
- Exhibit "D": Contractor Bid



## **Exhibit “A”: Maintenance Requirements**

### **City of Dripping Springs Grounds Maintenance Requirements**

#### **Founders Memorial Park - 419 Founders Park Road**

Mow, trim, remove clippings; remove litter from all areas. Height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Multi-purpose fields maintained by Dripping Springs Youth Sports Association (DSYSA).

#### **FMP “A”**

##### **Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Pound House Trail and North Parking Lot Native Area**

Maintain areas twice per month on 14-day cycle during the months of April, May, and June. Maintain inside swimming pool grounds during the months of May, June, July, and August on a 14-day cycle.

Maintain monthly 30-day cycle, during the first week of February, March, September, October and first or second week of December or on a per cycle basis as directed by City. Fire ant control 3 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

##### **1. Park Entrance**

- Maintain entry between property lines and RR 12 and around historic columns at entrance.

##### **2. Park Road**

- Maintain both sides of the park from the road to the tree line/drainage area along the entrance. Maintain median within the parking lot.

##### **3. Gerald Brumley Garden**

- Maintain the Garden area from the road to the tree line. Trim around and within all landscape beds while protecting the desirable plants such as yucca and cacti within the beds. Maintain garden beds in weed-free condition and remove dead plant material.

##### **4. Playscape Structure and Surface**

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures. Rake/till playscape engineered wood fiber surface monthly.

##### **5. Walking Trail to Pound House Museum Property Gate**

- Maintain a walking trail through the native area to the property gate on the south side of the Pound House Museum property. Trail to be maintained at a width of approximately ten (10) feet and shall have slight contours to enhance appearance as drawn on the FMP map.

##### **6. Common Areas, Park Trail,**

- Common Areas Around Multi-Purpose Fields
  - i. Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of DSYSA.

- ii. Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.
- **Common Areas Around Pound House Museum, Pavilion, and Playscape**
  - i. Maintain common areas surrounding the Pound House Museum (outside fence), swimming pool (inside and outside), park pavilion and playscape. Access to swimming pool by City Staff.
- **Park Trail (.71 miles)**
  - i. Maintain six (6) feet either side of trail(s), where terrain permits. Trails to be weed free.
- **Open Space Maintenance – Native Area**
  - i. Native area adjacent to north parking lot and Pound House Museum property. The number of mowing cycles for this location may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff.
  - ii. Maintain areas on 14-day cycle in the months of April, May & June. (6-8 cycles),
  - iii. On 30-day cycle, maintain during the first week of March, July & August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (6 cycles)

#### **Fire Ant Control**

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor’s personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

#### **Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –**

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

#### **Dripping Springs Ranch Park**

Maintain: mow, trim, blow and go, remove litter from all areas as indicated on the attached exhibit “Dripping Springs Ranch Park” (DSRP). Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City.

#### **DSRP “A”**

Maintain all areas once per month (on 30-day cycle) during the first week of March, April, May, June, September, and last week of November. Maintain on per cycle basis as directed by City

during the months of July, August, and October. Height of cut shall be three (3) inches.

**1. Park Trails**

Pedestrian Trail (.75 miles)

- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free. Equestrian Trail (2.0 miles)
- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free. Harrison Hills
- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free.

**2. Ranch House**

- Maintain areas around the ranch house, storage building, lawn, perimeter fence and circle drive area.

**3. Park Road(s)**

- Maintain at six (6) feet either side of park road where terrain permits.

**4. Picnic Areas**

- Maintain around and beneath park furniture as needed to maintain a neat and well-kept appearance. Perimeter mowing around furniture shall be a minimum of 10 feet.

**DSRP “B”**

Maintain highlighted areas twice per month (on 14-day cycle) during the months of April, May, June, September, October and/or on a per cycle basis as requested by the City. Height of cut shall be 3 inches.

**1. Playscape Structure and Surface**

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures.
- Rake/till playscape engineered wood fiber surface in April, May, June, September, October and February.

**2. Park Sign at Entrance**

- Mow and trim triangular shaped area containing the Entrance Sign as indicated on map.

**3. Outdoor Arena**

- Mow and trim area in and around outdoor arena facilities.

**DSRP “C”**

**1. Slope adjacent to Event Center (south side)**

- Mow slope on south side of Event Center (adjacent to parking lot) during the first week of March, July, September and last week of November; and/or on a per cycle basis as requested by the City.

## **Sports and Recreation Park - 27148 Ranch Road 12**

Mow, trim and remove clippings; remove litter from all areas as indicated on the attached exhibit "Sports and Recreation Park" (SRP); height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Soccer fields, softball fields and baseball fields managed by others. Ant mounds treated each cycle must be shown on park map when invoices are submitted.

### **SRP "A"**

#### **1. Park Trails, Sport Courts, Fitness Stations, Park Road, Concessions/Restroom Buildings**

- Maintain all areas twice monthly or 14-day cycle during the months of April, May and June.
- Maintain all areas once per month on 30-day cycle during the first week of February, March, July, September, October and last week of November and/ or as directed by City. Fire ant control 3 times per year to control or eliminate fire ants on trails, picnic areas and playscapes.

#### **2. Park Trails and Park Road**

- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free. Maintain walking trail along the perimeter of soccer fields, which are the responsibility of Dripping Springs Youth Sports Association (DSYSA); maintain trail up to point where Dripping Springs Independent School District (DSISD) maintenance of competition baseball field.
- Maintain both sides of road throughout the park, to include trimming around "barrier" boulders, fence line, parking lots, median/islands, tree, etc. where terrain permits. Maintain outside of vinyl-coated chain link fence at corner of Sports Park Drive and Rob Shelton Blvd.

#### **3. Basketball Court, Volleyball Court, Fitness Stations**

- Maintain this area by mowing and trimming, removing leaves, raking and removing weeds from volleyball court.

#### **4. Picnic Areas**

- Maintain around and beneath park furniture as needed to maintain a neat and well-kept appearance.
- Perimeter maintenance, whether by mowing or trimming around park furniture shall be a minimum of five (5) feet.

#### **5. Concession/Restroom Buildings**

- Maintain perimeter of both buildings by mowing and trimming around the trees, parking lots and buildings.

#### **6. Common Areas**

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of Dripping Springs Youth Sports Association and fields managed by DSISD.

- Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.

#### **7. Playscape Structure and Surface**

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures.
- Rake/till playscape engineered wood fiber surface monthly, or as directed by City Staff.

#### **8. Adult Softball Fields Perimeter**

- Maintain at a height of 3 inches. Mow, trim and remove clippings from mid-March to end of September; weekly in March, April, May, and June, twice monthly in July, August and September (23 cycles). Include common area between fields and 20 feet beyond fence in outfield where possible.

#### **Bid Alternate for Adult Softball Fields**

The City is considering assuming mowing and edging management of the two adult softball fields. This will not include dragging and lining of the fields.

Successful bidder will mow the turf of the fields weekly at a height of two inches, from mid-March through September (approximately 29 cycles). The successful bidder will also be charged with trimming the inside fence line of the softball field around the infield and outfield. In addition, the successful bidder will maintain a clean edge behind the base path where it transitions into the outfield. The successful bidder would also treat fire ant mounds as needed on the outfields.

#### **Fire Ant Control**

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

#### **Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –**

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

#### **Charro Ranch Park - 22690 W. FM 150.**

Mow, trim; remove litter from all areas as indicated on the attached exhibit "Charro Ranch Park" (CRP). Height of cut shall be three (3) inches. Conduct fire ant control three times per year.

**CRP "A"**

**1. Park Entrance Road, Trail Signs, Park Signs, Picnic and Special Interest Areas and Cross-Country Trail**

- Maintain areas shown on 30-day cycle during the first week March, April, May, June, September and first or second week of December; and/or on a per cycle basis as directed by City.

**2. Park Entrance/Parking Lot**

- Maintain east side of park entrance road to accommodate overflow parking from FM 150 to parking lot; maintain inside perimeter of fence in parking lot; maintain Park Sign by mowing and trimming around sign approximately five (5) feet out from sign base west of park entrance.

**3. Park Trails, Bird Viewing Area, Solstice Circle, Walk of Peace**

- Maintain Park Trails, Cross Country Trail and Special Interest Area trails listed above by trimming the rock borders of the trails and/or trail surface as needed (Cross Country Trail six (6) feet wide, and as terrain allows); maintain perimeter of Solstice Circle to a distance of approximately five (5) feet from concrete slab; maintain Walk of Peace Trail and Walk of Peace Labyrinth trail surface as needed, and as terrain allows.

**4. Cross Country Trail**

- Mow quarterly March, June, September and first or second week of November; or as directed by City Staff.

**5. Trail Signs, Picnic Areas, Park Furniture**

- Maintain around and beneath park signs/furniture and picnic areas as needed to provide a neat and well-kept appearance. Maintain a mowed path (minimum five feet wide) to off-path picnic areas and benches. Perimeter mowing around park furniture/ signs shall be approximately three (3) feet wide where terrain allows.

**Bid Alternate**

**Charro Ranch Park Cross Country Trail – Increased Maintenance**

- Add 8 cycles per year to current 4 cycle maintenance (total 12) to provide cross country trail maintenance on a 30-day cycle or as directed by City Staff.

**NOTE TO SUCCESSFUL BIDDER:** CHARRO RANCH PARK HAS MULTIPLE NATIVE AREAS. IT IS IMPERATIVE THAT YOU WORK CLOSELY WITH CITY STAFF AND THE HAYS COUNTY MASTER NATURALISTS TO DETERMINE EXACT LOCATIONS FOR MOWING, TRIMMING,

PESTICIDE, AND INSECTICIDE TREATMENT, AS WELL AS ANY OTHER MAINTENANCE OF THE PARK.

**Fire Ant Control**

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

**Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –**

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

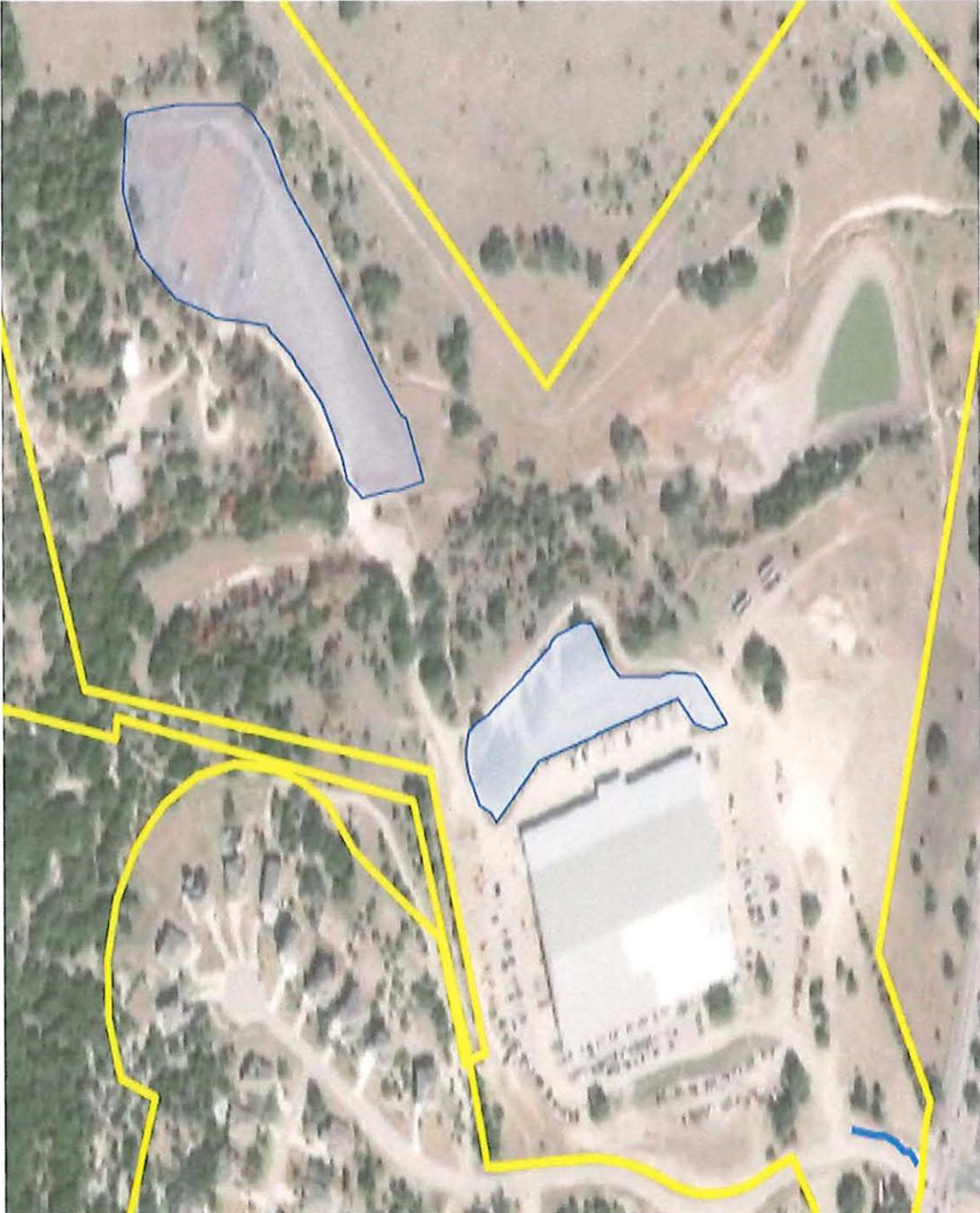
- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

**Exhibit "B": Maps**

**Dripping Springs Ranch Park**  
1042 Event Center Dr.



**Dripping Springs Ranch Park**  
1042 Event Center Dr.



**Dripping Springs Ranch Park**  
1042 Event Center Dr.



# Founders Memorial Park

419 Founders Park Rd.



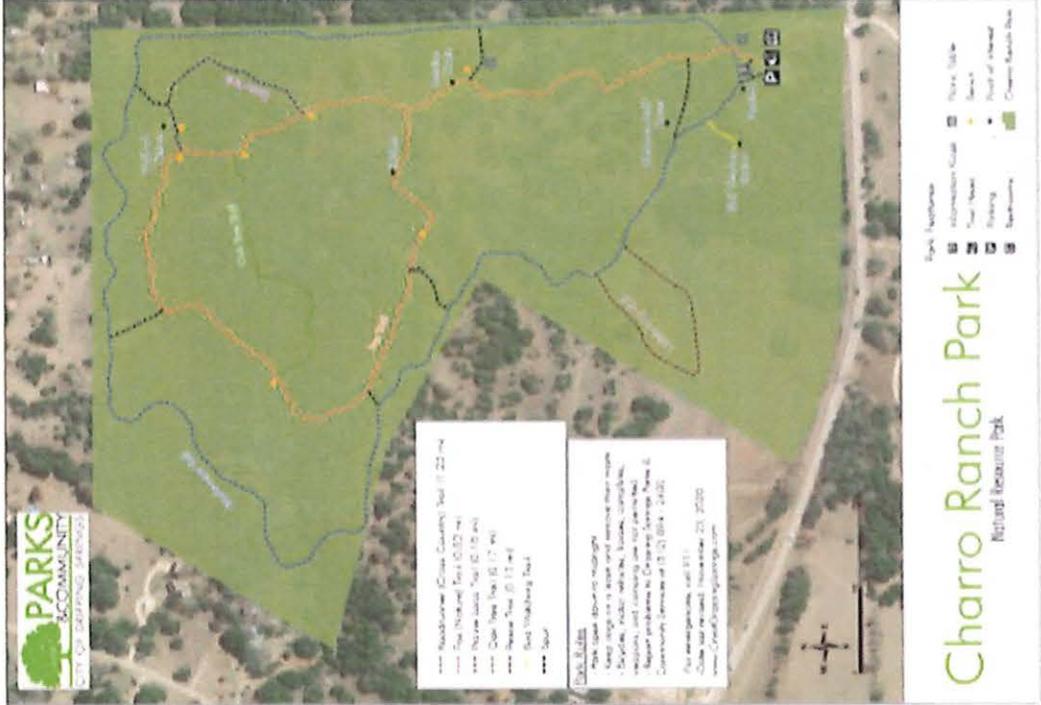
# Sports and Recreation Park

27148 Ranch Road 12 Dripping Springs, TX 78620



# Charro Ranch Park

22690 W FM 150



## **Exhibit "C": Insurance**

### **CITY OF DRIPPING SPRINGS CONTRACTOR'S INSURANCE REQUIREMENTS**

Contractor providing goods, materials, and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Insurance Company Qualification:** All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

**Certificate of Insurance:** Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Contractor's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

#### **Type of Contract Type and Amount of Insurance**

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 Annual Aggregate.
- Automobile Liability with a minimum of:
  - \$250,000 Bodily Injury Per Person Each Accident
  - \$500,000 Bodily Injury Each Accident
  - \$100,000 Property Damage; or
  - \$1,000,000 Combined Single Limit Each Accident

### Exhibit "D": Contractor's Bid

CITY PARKS		Elk Ridge	
Charro Ranch Park "CRP"	Number of Cycles	Per Cycle Cost	Annual Total
<b>Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas</b>			
<i>Maintain areas shown on 30-day cycle during the first week of March, April May, June, September, and first or second week of December; and/or on a per cycle basis according to map or as directed by City Staff.</i>	6	\$325.00	\$1,950.00
<b>Cross Country Trail</b>			
<i>Mow March, June, September and last week of November or as directed by City Staff.</i>	4	\$325.00	\$1,300.00
<b>Fire Ant Control along trails and bird blind area</b>	3	\$20.00	\$60.00
	Sub-Total Charro Ranch Park Base Bid		<b>\$3,310.00</b>
<b>Charro Ranch park Cross Country Trail Bid Alternate</b>			
<i>Add 8 cycles per year to current 4 cycle maintenance (total 12) on a 30-day cycle or as directed by City Staff.</i>	12	\$325.00	\$2,600.00
	Sub-Total Charro Ranch Park Base Bid with Bid Alternate		<b>\$5,910.00</b>
Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
<b>Park Trails, Basketball, Volleyball Courts, Fitness Stations, Park Road, Concessions /Restroom Buildings</b>			
<i>Maintain all areas on 14-day cycle during the months of April, May and June; include weed control and tilling VB court. (8 Cycles)</i>	8	\$500.00	\$4,000.00
<i>Maintain all areas once per month (on 30-day cycle) during the first week of February, March, July, September, October and first or second week of December and/or as directed by City. (6 cycles)</i>	6	\$500.00	\$3,000.00
<b>SRP Playscape</b>			
<i>Mow, trim, remove clippings and rake playground areas in city-owned parks monthly as directed by City.</i>	12	\$50.00	\$600.00
<b>Fire Ant Control along trails, picnic areas, playground, and restrooms</b>	3	\$20.00	\$60.00
<b>Adult Softball Fields Perimeter</b>			

Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower from mid-March to end of September; weekly in March, April, May and June, twice monthly in July, August and September (23 Cycles).	23	\$490.00	\$11,270.00
	Sub-Total Sports and Recreation Park Base Bid		\$18,930.00
Bid Alternate - Mow, trim and edge, remove clippings with blower on two softball fields weekly from mid-March to end of September (29 cycles).	29	\$250.00	\$7,250.00
	Sub-Total Sports and Recreation Park with Softball Field Bid Alternate		\$26,180.00
<b>Founders Memorial Park "FMP"</b>	<b>Number of Cycles</b>	<b>Per Cycle Cost</b>	<b>Annual Total</b>
<b>Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Swimming Pool Grounds, Park Trails, Common Areas, *Pound House Trail to Southeast Gate and Native Area East of North Parking Lot</b>			
Maintain areas on 14-day cycle in the months of April, May & June. (8 Cycles).	8	\$500.00	\$4,000.00
* Walking trail from parking lot and/or playground to the "southeast" side entrance to the Pound House and native area between the north parking lot and Pound House Museum property. The number of mowing cycles for these two locations may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff			
On 30-day cycle, maintain during the first week of February, March, July, August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (7 cycles)	7	\$500.00	\$3,500.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	3	\$20.00	\$60.00
	Sub-Total Founders Memorial Park Base Bid		\$7,500.00
<b>Dripping Springs Ranch Park "DSRP"</b>	<b>Number of Cycles</b>	<b>Per Cycle Cost</b>	<b>Annual Total</b>
<b>DSRP "A" section - Park Trails, Ranch House, Park Road, Picnic Area</b>			
Maintain all areas on 14-day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).	11	\$690.00	\$7,590.00

Maintain all areas on 30-day cycle for the months of February, July, August, October (4 Cycles).	4	\$690.00	\$2,760.00
<b>DSRP "B" section – Playscape, Park Sign, Outdoor Arena</b>			
Maintain all areas on 14-day cycle, March, April, May, June, September, October and/or on a per cycle basis as requested by the City (14 Cycles).	14	\$290.00	\$4,060.00
Maintain all areas on 30-day cycle for the months of February, July, November (3 Cycles).	3	\$290.00	\$870.00
<b>DSRP "C" section – Slope adjacent to the Event Center</b>			
Maintain all areas on 14-day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).	11	\$290.00	\$3,190.00
Maintain all areas on 30-day cycle for the months of February, July, August, October (4 Cycles).	4	\$290.00	\$1,160.00
<b>Fire Ant Control along trails, picnic areas, playground, and Ranch House</b>	3	\$20.00	\$60.00
	Sub-Total DSRP Base Bid		\$19,690.00
<b>BID ALTERNATE – Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas</b>			
	<b>Number of Cycles</b>	<b>Per Cycle Cost</b>	<b>Annual Total</b>
Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (12 cycles PER PARK).			
Subtotal for Fire Ant Control Bid Alternate at Charro Ranch Park	12	\$20.00	\$240.00
Subtotal for Fire Ant Control Bid Alternate at Sports and Recreation Park	12	\$20.00	\$240.00
Subtotal for Fire Ant Control Bid Alternate at Founders Memorial Park	12	\$20.00	\$240.00
	Sub-Total for Fire Ant Control Bid Alternate		\$720.00
<b>Total All Bid Options</b>			<b>Elk Ridge</b>
<b>Subtotal All Parks Base Bid</b>			\$49,430.00
<b>Subtotal All Parks with Charro Ranch Park Additional Trail Mowing</b>			\$52,030.00
<b>Subtotal All Parks with Additional Fire Ant Control at All Parks</b>			\$50,150.00
<b>Subtotal All Parks with Charros Ranch Park Additional Trail Mowing and Additional Fire Ant Control at All Parks</b>			\$52,750.00
<b>Subtotal Sports and Recreation Park Bid Alternate for Mowing/Edging Softball Fields (2)</b>			\$7,250.00
<b>Total All Parks with All Bid Alternates</b>			\$60,000.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elk Ridge Mowing  
 Wimberley, TX United States

Certificate Number:  
 2021-731438

Date Filed:  
 03/28/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Ground Maintenance  
 Ground Maintenance of City Property and Parks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

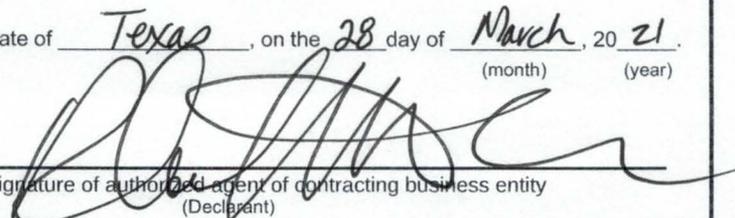
6 UNSWORN DECLARATION

My name is Rhonda Cotten, and my date of birth is 3-28-67.

My address is 451 La Buena Vista Dr., Wimberley, Tx, 78676, Hays  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 28 day of March, 20 21.  
(month) (year)

  
 Signature of authorized agent of contracting business entity (Declarant)





THE CGL POLICY INCLUDES A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. GL IS PRIMARY & NON CONTRIBUTORY.

THE CGL & WC POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elk Ridge Mowing  
Wimberley, TX United States

Certificate Number:  
2021-766410

Date Filed:  
06/15/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ERM06082021  
Grounds Maintenance - Parks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

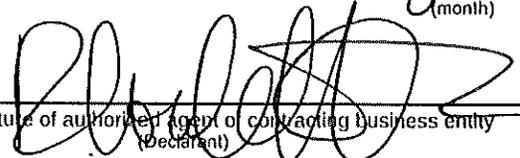
My name is Rhondda Cotten, and my date of birth is 3-28-67.

My address is 451 La Buena Vista, Wimberley, Tx, 78676, Harp.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harp County, State of Texas, on the 15<sup>th</sup> day of June, 20 21.  
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elk Ridge Mowing  
 Wimberley, TX United States

Certificate Number:  
 2021-766410

Date Filed:  
 06/15/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

Date Acknowledged:  
 06/15/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ERM06082021  
 Grounds Maintenance - Parks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)