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GROUND MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and Elk Ridge Construction, Limited Liability Company, (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 maintenance are all 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. **City Properties:** Charro Ranch Park, Founders Memorial Park, Sports and Recreation, Dripping Springs Ranch Park, Founders Park Road, and additional properties as assigned.

b. **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.

ARTICLE II. SCOPE OF WORK

Work under this Agreement shall consist of specific grounds maintenance activities at the City Properties ("Work") as shown in the exhibits including the maintenance requirements in Schedule "A" of this Agreement. The City Properties to be maintained are shown in the maps in Schedule "B" of this Agreement **but excluding any "bid alternate" areas shown in green unless otherwise agreed by the parties in writing**. 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 described in Schedule "E" of this Agreement.

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ARTICLE III. PERFORMANCE

A. Contractor's Duties

1. Maintenance. Contractor shall remove litter, mow grass, blow debris as specified in the Maintenance Requirements (attached and incorporated as Schedule "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 Contractor's 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 (Schedule "F"). The invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles (e.g., 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 Schedule "C".

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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 may 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

1. **Assignment.** Neither the City nor the Contractor shall assign any interest in this Agreement without the prior written consent of the other party.
2. **Amendment.** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
3. **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.
4. **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.
5. **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.

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6. **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 CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

7. **Term.** The term of this Agreement shall be for one (1) year to commence on **October 1, 2024** and ending on **September 30, 2025**. 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.

8. **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:

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

If to the Contractor:

Elk Ridge Construction LLC
451 La Buena Vista
Wimberley, TX 78876

9. **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).

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.

The Contractor makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this agreement. As used in such verifications, "affiliate means an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification

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during the term of this agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this agreement, notwithstanding anything in this agreement to the contrary.

- (a) Not a Sanctioned Company. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
 - (b) No Boycott of Israel. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
 - (c) No Discrimination Against Firearm Entities. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
 - (d) No Boycott of Energy Companies. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
10. **Waiver of Contractual Right.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
11. **City Consent and Approval.** In any provision of this Agreement that provides for the consent or approval of City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.
12. **Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have

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reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "shall include" means "shall include without limitation."

13. **No Third Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than City and Owner.
14. **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.
15. **Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.
16. **Counterpart and Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
17. **Severability.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

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18. **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:

ELK RIDGE CONSTRUCTION, LLC:

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENTS:

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

E-1: Founders Memorial Park

E-2: Sports and Recreation Park

E-3: Dripping Springs Ranch Park

E-4: Charro Ranch Park

Schedule "F" Contractor Bid

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Schedule “A” Scope of Work

Work shall consist of specific grounds maintenance activities at City properties as required by established maintenance schedule. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard surfaces. The process of blowing grass clippings and other debris into the adjoining street or roadway will not be permitted. Mowing should be accomplished by discharging grass away from the street, parking lot or other roadways, i.e. towards the center portion of the median or park. Should grass clippings be deposited onto the sidewalk, gutter, or roadway, they must be swept and removed or blown back onto the grass in the median, traffic divider, or park. Gutters, sidewalks, and roadways must provide a clean surface or the appearance of being swept. Blowing grass clippings into creeks, lakes, or ponds is also prohibited.

a. DEFINITIONS:

“CITY” City refers to the City of Dripping Springs.

“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.

“MOWING SCHEDULE” Mowing and maintenance shall be performed based on the schedules described in *Schedules “A” and “E”*.

Note: Contractor will be paid only for work actually accomplished during the established mowing cycle, unless due to weather or other valid reason the City has granted an extension to the scheduled mowing cycle.

“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.

“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.

“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.

“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

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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.

“TRIMMING” shall include using a line trimmer, grass clippers, etc. to complete trimming of grass, shrubs, trees, etc.

“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. Contractor shall be responsible for any damages resulting from mowing below the height stated above or when turf is damaged, e.g., scalping occurs. Damage to turf may result in contract termination.

“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.

“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 *Schedule “B”* **but excluding any “bid alternate” areas shown in green unless otherwise agreed by the parties in writing.**

b. GROUPS MAINTENANCE AND TRIMMING:

- i. Contractor shall remove litter, mow, blow, and go, as specified during the mowing season as specified in specifications.
- ii. Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Failure to remove litter prior to mowing will result in the contractor being required to return to site and remove all new litter as well as all mowed litter. Any papers, cans, or bottles cut or broken, or found, during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

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- iii. Contractor shall maintain sharp blades on all mowing equipment to cleanly cut, not tear, the blades of grass. All grass shall be cut at a height of three (3) inches. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks and ruts from equipment. Turf shall be cut in a manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curbs, and gutters, parking lots, sidewalks, concrete pads, creeks, lakes, or ponds and/or onto adjacent properties. Any material so discharged shall be removed prior to leaving the project area. The Contractor shall dispose of all trash and litter at an off-site location procured by the Contractor at her/his sole cost and expense.
- iv. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely, where applicable. Special care shall be given to trimming around trees and the base of wooden sign posts so as not to inflict damage to the bark of the trees or base of posts. Trim guards should be used on line trimmers when working around trees and ornamental shrubs. All trimming shall be accomplished maintaining a cutting height of one (1) inch, depending on project area and cycle frequency. ALL TRIMMING MUST BE ACCOMPLISHED CONCURRENTLY WITH MOWING OPERATIONS. Trimming can be reduced by chemical edging, providing the Contractor has the appropriate State of Texas Pesticide Applicators licensing and with prior written approval of the City.
- v. All vegetation in cracks, seams, and joints of paved areas such as sidewalks, curbs, gutters (two (2) feet out from the curb) and driveways shall be cut down to the pavement surface during the completion of each mowing cycle, where applicable. The use of herbicides to control such growth may be permitted with the prior written approval of the City and in accordance with all applicable State laws and regulations.
- vi. Contractor shall use reasonable care to avoid damaging buildings, equipment and vegetation on City or any other public or private property. This includes, but is not limited to irrigation heads, valve boxes, sign posts, etc. The Contractor must assess the area to be mowed prior to starting and make necessary adjustments not to cut or damage irrigation heads, plant material, posts, etc. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall replace or repair the damage at no expense to the City. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

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- vii. Trees and shrubs. No pruning of any tree shall be permitted, unless specified otherwise in these specifications. Trash and litter shall be removed from ornamental flower and planting beds during each mowing cycle. Mulch rings shall be reshaped prior to leaving project site when dislodged by mowing equipment. Severe damage to trees will result in replacement or compensation of trees by the Contractor. Failure to replace damaged trees shall be considered a breach of contract and Contractor shall be assessed for damages. Slight or moderate damage to trees will result in assessment of damages.

c. ASSESSMENT OF DAMAGES TO TREES DURING GROUNDS MAINTENANCE OPERATIONS:

- i. The Contractor will check trees in the contract area before contract work begins, any damage will be noted in memo form with supporting documentation (picture of tree and location) and reported to the City. Examples include trees that have bark missing on sides/base of trunk and/or exposed roots that exhibit injury from previous mowing or line trimming by others in areas that are to be commonly maintained by the Contractor. A check of all trees may be made at the end of the contract period by City staff. Damages shall be documented by memo to contract file and a copy of the memo provided to the Contractor, and may result in termination of the contract if damages are extensive or repetitive.
- ii. Contractor may have the option of replacement or payment for severely damaged trees at a location to be designated by City. Severe damage is defined as injury that threatens the viability of the tree (resulting in death of the tree) or severe damage that will result in the slow decline of the tree as interpreted by a certified arborist. Replacement shall be made on caliber inch per caliber inch basis with a minimum size of replacement tree of 2" in caliber. The contractor shall be responsible for the planting, watering, mulching and maintenance of replacement trees for a period of not less than 2 years. Any tree that does not survive the 2 year established period shall be compensated for by the contractor to City at a rate of \$100.00 per caliber inch.
- iii. Failure to replace or pay for damaged trees shall result in a breach of contract and the Contractor will be automatically assessed damages. Damages as described herein shall be deducted from payments otherwise due to the Contractor.
- iv. Cut grass and debris that falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, driveways or adjacent properties through the action of the work crew, shall be removed prior to leaving the project area.

d. EDGING:

Edging of sidewalks, driveways and curbs, where applicable, shall be accomplished

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so that grass and weeds do not extend over the edge of the walks, trails, drives or curbs more than ¼ inch nor will they be cut back from the edge of walks, trails, drives or curbs more than ¼ inch.

- i. All concrete sidewalks, trails, curbs, walking paths and steps must be mechanically edged exposing concrete surface.
 - ii. The Contractor may use a disc edger on a mower or similar device to edge medians so long as the produced edge meets the standard set forth, above.
 - iii. All material dislodged by edging shall be removed from the site or blown back onto grass areas so as to leave a clean appearance.
 - iv. Concrete sidewalks shall be edged on both sides.
- e. SWIMMING POOLS:
- i. If the Contractor fails to use grass-catching equipment, the Contractor shall pay the City's actual costs to clean up the site.
 - ii. Edging shall be done to keep clippings out of water features. Clippings and trash must be removed ensuring that none gets into water features.
- f. PONDS, LAKES, AND CREEKS:
- i. Contractor will use care when mowing or edging around lakes, ponds, and creeks.
 - ii. Grass must be directed away from water but does not have to be caught or removed from area.
 - iii. Contractor will pay the City's actual costs of repairing damage and clean up arising from failure to comply with this section.
- g. HAZARDOUS CONDITIONS: The Contractor is required to notify the City Administrator immediately of any hazardous conditions and/or damage to City property.
- h. SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews while performing work under this contract. 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. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
- i. ORNAMENTAL TREE AND SHRUB TRIMMING: Only ornamental trees and shrubs in planting beds will be maintained, unless specifically identified elsewhere in this bid package. Trimming and pruning shall be accomplished during the normal mowing season to promote healthy, disease-free trees and shrubs. Ornamental shrubs and bushes shall not be trimmed or pruned until after they have finished flowering. All hedges shall be pruned per the contract during the year to maintain an attractive, uniform appearance.

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- j. COMPLETION OF WORK: The Contractor must complete the work on the same day except where City provides written consent to continue work over a maximum 3 continuous day period . Equipment can only be brought to the site the day the contractor starts work and can only be left on site if the crews are coming back the next day with City consent. Upon completion of work the equipment must be removed from site until the next cycle.

If for any reason the grounds maintenance cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City at 737-701-6714.

CONTACT: The contractor shall provide City with contact information so that the City can contact the Vendor during working hours, or in case of emergency.

2.0 SPECIAL CONTRACT REQUIREMENTS

CONTRACT DURATION FOR THIS NON-EXCLUSIVE AGREEMENT AWARDED THROUGH THIS BIDDING PROCESS SHALL BE FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS, PROVIDING THE CONTRACTOR'S PERFORMANCE IS ACCEPTABLE, THAT BOTH THE CITY OF DRIPPING SPRINGS AND THE CONTRACTOR AGREE, AND THAT THE COSTS DO NOT INCREASE BY A RATE GREATER THAN THE CHANGE OVER THE SAME PERIOD IN THE CONSUMERS PRICE INDEX (CPI-U) FOR ALL URBAN CONSUMERS, ALL ITEMS, U.S. CITY AVERAGE, NON-SEASONAL, AS PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS

3.0 INSPECTION AND ACCEPTANCE

City will monitor the Contractor's activities and ensure the work is performed in accordance with the contract specifications. The City shall record, process and submit all pertinent information to the contract file for determination of termination of contract or for non-renewal.

4.0 PAYMENT

Contractor can be paid after each cycle upon submission of a properly completed and signed, original signature invoice. Contractor shall submit invoices to:

City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas 78620

A properly prepared 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 may result in delayed payments, as they shall be returned to the Contractor for correction and re-submittal.

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PAYMENT WILL ONLY BE MADE FOR WORK ACTUALLY ACCOMPLISHED: Failure to complete all areas in project area within the current cycle may, solely at the City's option, result in a decrease in the invoiced amount by the amount of the award for the areas not completed within the cycle period.

TIME TO COMPLETE WORK: The Contractor shall maintain the same schedule as the one submitted to the City at the beginning of the mowing season. The Contractor will be required to maintain all project areas assigned during the maintenance cycles for each project area. Inclement weather may result in the cancellation of a mowing cycle, only if the City determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed. It shall be presumed that the Contractor can perform said services at the minimum rate of 25 acres per day per project area.

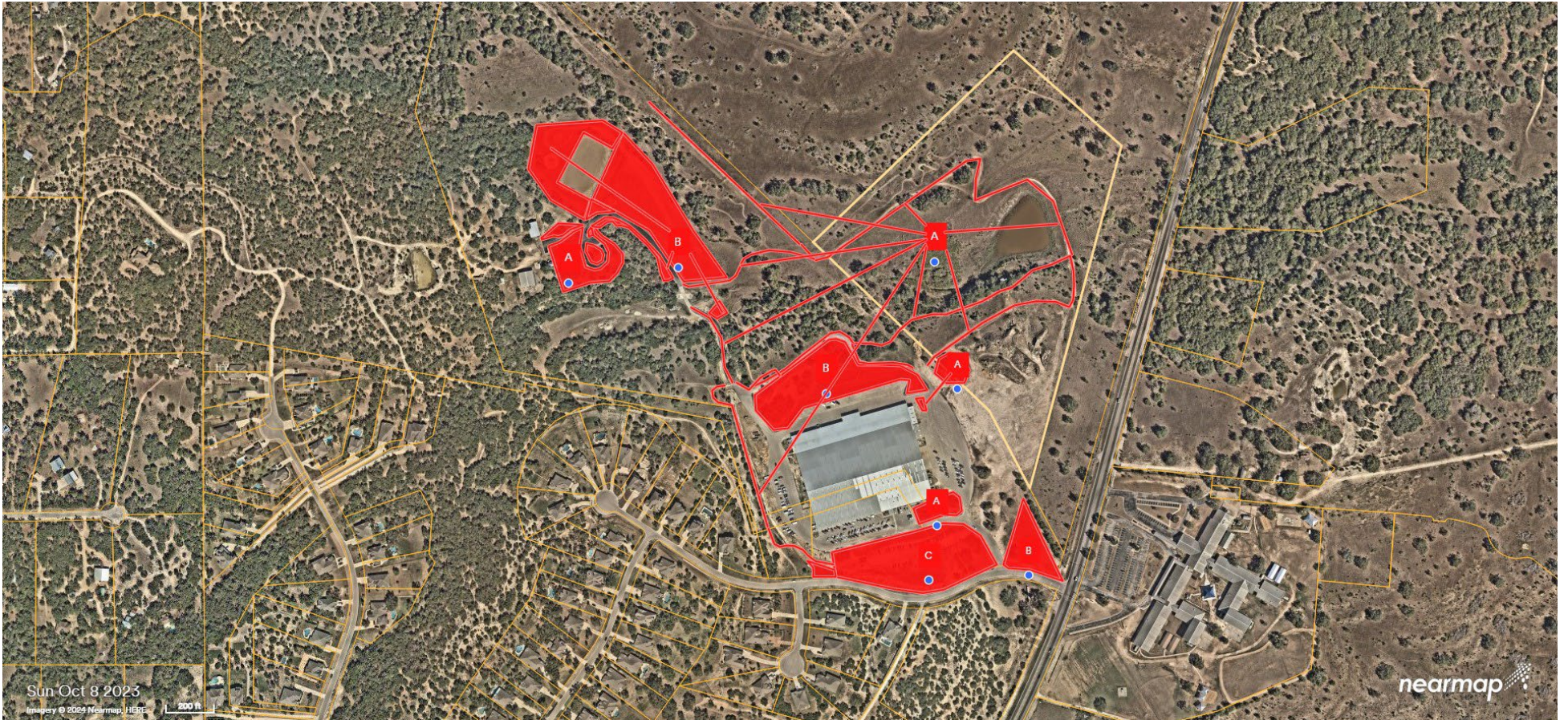
DAMAGES: In the event a written claim for damages against the Contractor remains unsettled at the time payment for work on the project is pending, City is authorized to withhold from said payment, at City's discretion, the amount of said claim, unless the Contractor shall submit written evidence satisfactory to City that the claim has been settled and a release has been obtained from the claimant involved, or good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed.

NOTE: FAILURE TO MEET THE CONTRACT REQUIREMENTS ON MORE THAN ONE OCCASION WITHIN THE PRESCRIBED MAINTENANCE SCHEDULE MAY RESULT IN THE TERMINATION OF THE CONTRACT.

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Schedule "B-1"

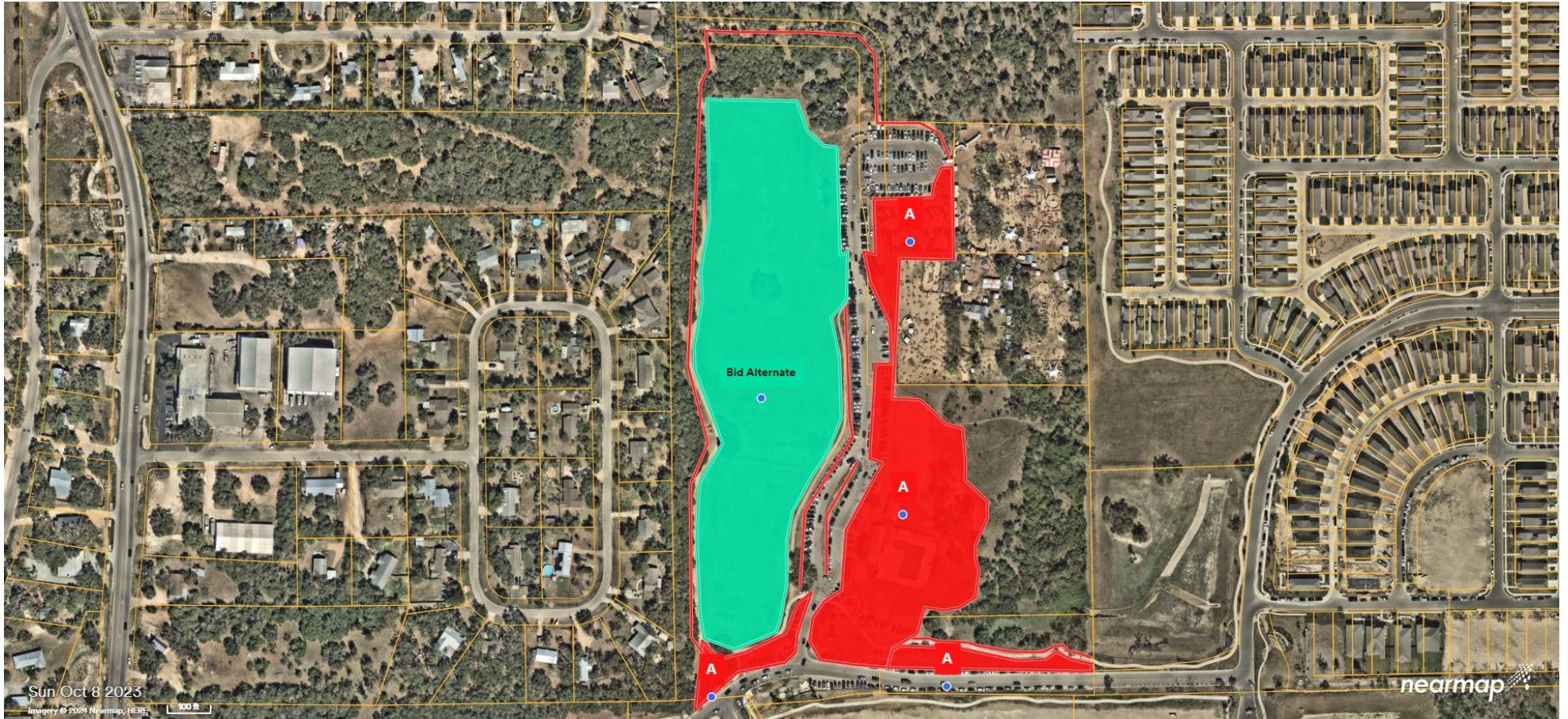
Dripping Springs Ranch Park
1042 Event Center Dr.



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Schedule "B-2"

Founders Memorial Park
419 Founders Park Rd.



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Schedule "B-3"

Sports and Recreation Park 27148 Ranch Road 12 Dripping Springs, TX

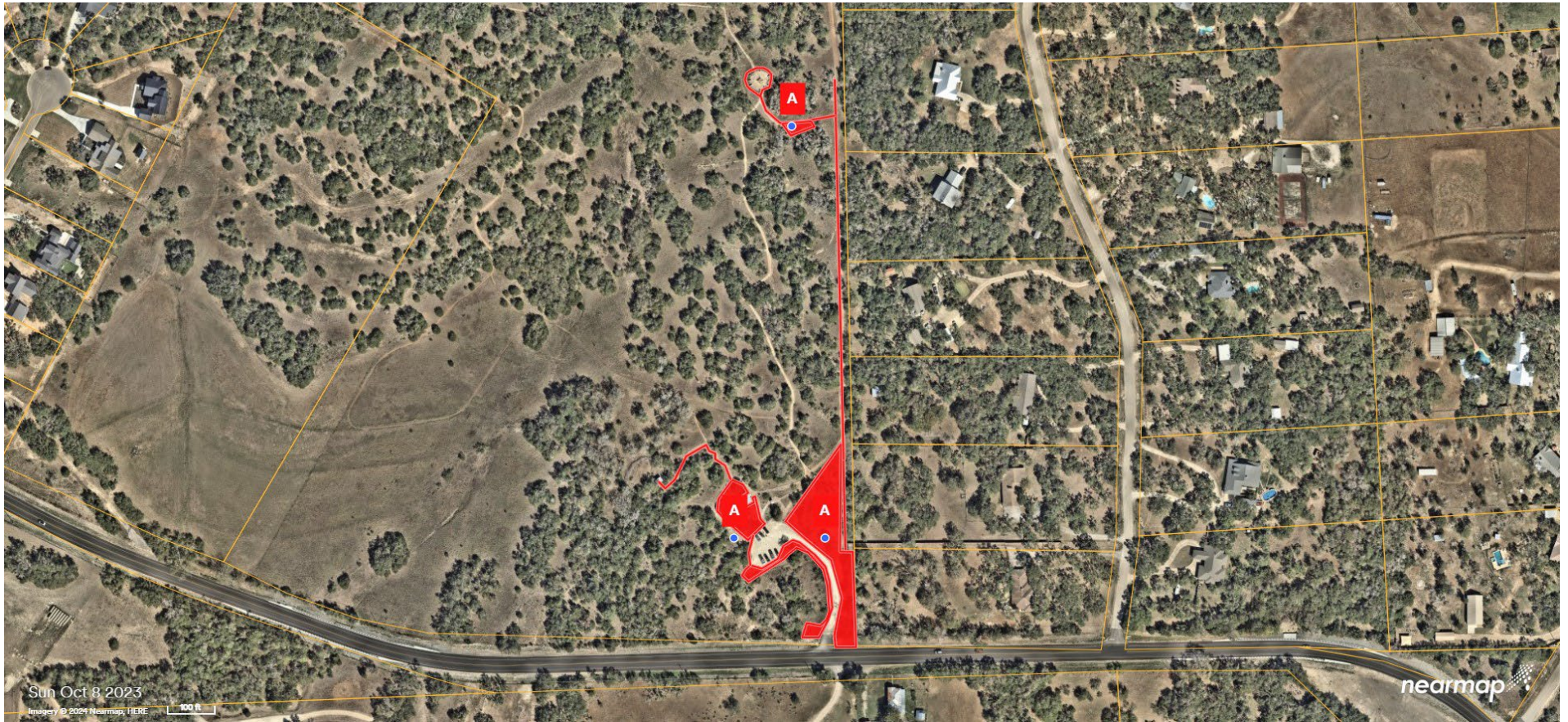


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Schedule "B-4"

Charro Ranch Park

27148 Ranch Road 12 Dripping Springs, TX



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Schedule "C" Insurance Requirements

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

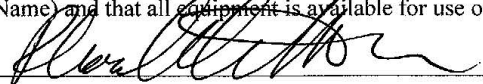
- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 Annual Aggregate.
- Automobile Liability with a minimum of:
 - \$250,000 Bodily Injury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

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Schedule "D" List of Machinery and Equipment

Type of Equipment List all that will be used for this contract (tractor, brush hog, flail, line trimmer, etc.)	Number of units	Age of Unit
72" Badboy Mower	9 Units	2022 - 2023
Echo Weedeaters	15 Units	2023 - 2024
Echo Edgers	2 Units	2023
Stihl Backpack blowers	2 Units	2023
Echo Hand Held blowers	2 Units	2022 - 2023

I certify that all equipment listed is owned or leased by Elk Ridge Mowing
(Company Name) and that all equipment is available for use on this contract.

Signature: 

Date: May 9, 2024

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Schedule "E1"

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, Playscape, and Trails and Common Areas

Maintain areas twice per month on 14 day cycle during the months of April, May and June. Maintain monthly 30 day cycle, during the first week of February, March, July, August, September, October and first or second week of December or on a per cycle basis as directed by City. Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

1. Park Entrance

- Maintain entry starting at the crosswalk across Founders Park Dr. and the far east property line.

2. Park Road

- Maintain both sides of the park from the entrance from Founders Park Dr. to the far north parking lot. Maintain median within the parking lot.

3. 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.

4. Trails

- Maintain all trails throughout the park. Trails to be maintained at a width of approximately six (6) feet.

5. Common Areas, Park Trail,

• Common Areas Around Multi-Purpose Fields

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of DSYSA.
- 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

- Maintain common areas surrounding the Pound House Museum (outside fence), swimming pool (inside and outside), park pavilion and playscape.

○ Park Trail (.71 miles)

- Maintain six (6) feet either side of trail(s), where terrain permits. Trails to be weed free.

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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.

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Schedule "B-2"

Grounds Maintenance Requirements Sports and Recreation Park - 27148 Ranch Road 12

Mow, trim and remove clippings; remove litter from all areas as indicated on the attached Schedule "B-3" "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 field managed by DSUSA. Ant mounds treated each cycle must be shown on park map when invoices are submitted.

SRP "A"

Park Trails, Sport Courts, Fitness Station, Park Road, Concessions/Restroom Buildings

Maintain all areas twice monthly or 14 day cycle during the months of April, May, June and July.

Maintain all areas once per month on 30 day cycle during the first week of February, March,

September, October and second week of December and/ or as directed by City. Fire ant control 12 times per year to control or eliminate fire ants on trails, picnic areas and playscapes.

1. Park Trails and Park Road

- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free.
- Maintain both sides of road throughout the park, to include: trimming around "barrier" boulders, fence line, parking lots, median/islands, trees, etc. where terrain permits. Maintain outside of vinyl-coated chain link fence at corner of Sports Park Drive and Rob Shelton Blvd.

2. Basketball Court, Volleyball Court, Fitness Stations

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

3. 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.

4. Concession/Restroom Buildings

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

5. 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.

6. 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.

7. Adult Softball Fields Perimeter

- Maintain at a height of 3 inches. Mow, trim and remove clippings with blower once per month (30 day cycle) in October, November, December, January and February: (14 day cycle) in March, April, May, June, July, August and September. Include common area between fields and 20 feet beyond fence in outfield where possible.

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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 DS YSA. 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 invoice

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Schedule "E 3"

Grounds Maintenance Requirements Dripping Springs Ranch Park (DSRP) – 1042 Event Center Drive

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.

DSRP "A"

1. Park Trails, Ranch House, Park Road and Common Areas

Maintain all areas once per month on 30 day cycle during the first week of March, April, May, June, September, and the last week of November and on a per cycle basis as requested by the City. Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

DSRP "B"

1. Playscape, Park Sign, and Outdoor Arena

Maintain all areas on a 14 day cycle in March, April, May, June, September and October and on a per cycle basis as requested by the City.

Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

DSRP "C"

1. Slope adjacent to the Event Center

Maintain all areas on a 14 day cycle during the first week of March, April, May, June, September, and the last week of November and on a per cycle basis as requested by the City. Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

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.

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Schedule "E-1"

Grounds Maintenance Requirements 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 twelve times per year.

CRP "A"

1. Park Entrance Road, Trail Signs, Park Signs, Picnic, and Special Interest Areas

- 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, and Cross Country Trail

- 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.

4. Cross Country Trail

- Mow on a 30 day cycle during March, June, September and the last week of November; or as directed by CityStaff.

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.

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.

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.

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Schedule "F"
City-Owned Parks Ground Maintenance Bid Tab Base Bid and Bid Alternates

CITY PARKS			
Charro Ranch Park "CRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas			
<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	\$ 300.00	\$ 1,800.00
Cross Country Trail			
<i>Mow on a 30 day cycle during March, June, September and last week of November or as directed by City Staff.</i>	4	\$ 300.00	\$ 1,200.00
Fire Ant Control along trails and bird blind area	12	\$ 20.00	\$ 240.00
		Sub-Total Charro Ranch Park Base Bid	\$ 3,240.00



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Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball Court, Volleyball Court, Fitness Station, Park Road, Concessions /Restroom Buildings			
<i>Maintain all areas on 14 day cycle during the months of April, May, June and July; include weed control and raking the 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
SRP Playscape			
<i>Mow, trim, remove clippings and rake playground mulch monthly.</i>	12	\$ 90.00	\$ 1,080.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	12	\$ 20.00	\$ 240.00
Adult Softball Fields Perimeter			
<i>Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower once per month (on a 30 day cycle) in October, November, December, January and February, 14 day cycle in March, April, May, June, July, August and September. (19 Cycles).</i>	19	\$ 390.00	\$ 7,410.00
Sub-Total Sports and Recreation Park Base Bid			\$ 15,730.00
<i>Bid Alternate</i> – Maintain infields on the baseball field, softball field and two adult softball fields. Infields must have a uniform surface (including batters box and pitchers mounds) and are free of lips, holes, and trip hazards. Infields are free of weeds, grass, rocks, dirt clods and debris. Dragging of all infields to take place 3 times a week (Monday, Wednesday and Friday) March through May and September through November. (6 months @ 4 weeks @ 3 days/week = 72 cycles)	72	NOT BIDDING	NOT BIDDING
Dragging of all infields to take place 1 time a week (Friday) December through February and June through August. (6 months @ 4 weeks @ 1 day/week = 24 cycles) Pitcher mounds are repaired and re-build on an as needed basis.			

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<i>Bid Alternate - Mow, trim and edge, remove clippings with blower on baseball field, softball field and two adult softball fields on a 14 day cycle from March through September (14 cycles) and 30 day cycle from October through February (5 cycles).</i>	19	\$ 700.00	\$ 13,300.00
<i>Bid Alternate - Aerating, applying fertilizer and pre and post emergent herbicides throughout the year. Overseed as needed and/or requested by the City.</i>	12	NOT BIDDING	NOT BIDDING
Sub-Total Sports and Recreation Park with Softball Field Bid Alternate			\$ 13,300.00



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Founders Memorial Park "FMP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance, Park Road, Playscape, Park Trails, and Common Areas,			
<i>Maintain areas on 14 day cycle in the months of April, May & June. (6 Cycles).</i>	6	\$ 500.00	\$ 3,000.00
			\$ -
<i>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)</i>	7	\$ 500.00	\$ 3,500.00
FMP Playscape			
<i>Mow, trim, remove clippings and rake playground mulch monthly.</i>	12	\$ 90.00	\$ 1,080.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	12	\$ 20.00	\$ 240.00
	Sub-Total Founders Park Base Bid		\$ 7,820.00
<i>Bid Alternate - Mow, trim and edge, remove clippings with blower on two football fields and multi-use area in between the football fields on a 14 day cycle from March through September (14 cycles) and 30 day cycle from October through February (5 cycles).</i>	19	\$ 800.00	\$ 15,200.00
<i>Bid Alternate - Aerating, applying fertilizer and pre and post emergent herbicides throughout the year. Overseed as needed and/or requested by the City.</i>	12	NOT BIDDING	NOT BIDDING
	Sub-Total Founders Park with Football Fields Bid Alternate		\$ 15,200.00



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Dripping Springs Ranch Park "DSRP"	Number of Cycles	Per Cycle Cost	Annual Total
DSRP "A" section - Park Trails, Ranch House, Park Road, Common Areas			
<i>Maintain all areas once per month (30 day cycle), during the first week of March, April, May, June, September, and last week of November and on a per cycle basis as requested by the City.</i>	6	\$ 690.00	\$ 4,140.00
DSRP "B" section – Playscape, Park Sign, Outdoor Arena			
<i>Maintain all areas on 14 day cycle, March, April, May, June, September, October and on a per cycle basis as requested by the City (12 Cycles).</i>	12	\$ 550.00	\$ 6,600.00
DSRP "C" section – Slope adjacent to the Event Center			
<i>Maintain all areas on 14 day cycle, during the first week of March, April, May, June, September, and last week of November and on a per cycle basis as requested by the City (11 Cycles).</i>	11	\$ 290.00	\$ 3,190.00
Fire Ant Control along trails, picnic areas, playground, and Ranch House	12	\$ 25.00	\$ 300.00
Sub-Total DSRP Base Bid			\$ 14,230.00

Total All Bid Options	Annual Total
Subtotal All Parks Base Bid	\$ 41,020.00
Subtotal All Bid Alternates	\$ 28,500.00
Total All Parks with All Bid Alternates	\$ 69,520.00

