



**REQUEST FOR BIDS  
CITY OF DRIPPING SPRINGS, TEXAS  
TREE SERVICES**

**Sealed Bids, one (1) original, (5) copies, and one (1) electronic copy (in PDF format) on a flash drive shall be delivered to the City of Dripping Springs, City, 511 Mercer Street, Dripping Springs, TX 78620, at or before: 10:00 AM on Friday, December 27, 2024 at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.**

**NOTICE TO BIDDERS**

Contractor shall provide all necessary labor, material, and equipment to provide tree services for the City of Dripping Springs starting on or about January 7, 2025, and ending on or about September 30, 2025, and subsequent renewal periods in strict accordance with the terms, conditions, and provisions of this solicitation.

Sealed bids addressed to the City of Dripping Springs, 511 Mercer Street, Dripping Springs, TX 78620, will be received from Contractors interested in providing tree services as specified by the City of Dripping Springs, Texas for a **NON-EXCLUSIVE CONTRACT DURATION OF ONE (1) YEAR, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.**

**THE AGREEMENT SHALL BE A NON-TRANSFERABLE AGREEMENT.**

Contract awards for the tree services will be made to the lowest, responsive, responsible bidder. The lowest and best value bids are those, which result in the lowest cost to the City of Dripping Springs for the complete tree services program to be performed by a qualified bidder. The City reserves the right to reject any and all bids and to waive any and all irregularities. Evaluation criteria are below.

**NO PRE-SUBMITTAL CONFERENCE:** A pre-submittal conference will not be held.

**1.0 EVALUATION CRITERIA:**

Selection of the Contractor will be based on qualifications and rates. Criteria shall include:

- (a) the purchase prices;
- (b) the reputation of the Contractor and of the Contractor's services;
- (c) the quality of the Contractor's goods or services, as demonstrated by the Contractor's verifiable history of providing goods or services comparable to those proposed in response to this Request for Bids;
- (d) the extent to which the services meet the City's needs;
- (e) the Contractor's past relationship with the City; and
- (f) the total long-term cost to the City to acquire the bidder's goods or services.

Bids shall include sufficient information to allow the City to evaluate qualifications based on the criteria above. This may include, without limitation, a list of relevant past projects on which the Contractor was engaged and a list of references able to speak to the Contractor's past performance.

This solicitation is designed to obtain a contract for tree maintenance and removal services on an as needed basis for the City's ongoing projects and due to emergencies. Task orders will be used for each project. Examples of projects could include removal of trees for Tax Increment Reinvestment Zone (TIRZ) building projects, removal and maintenance of trees in the City's Historic Districts, and removal and maintenance of trees on various city roads, properties, and in city parks as needed.

Should this solicitation fail to contain sufficient information in order for interested contractors to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested contractor may in writing request clarification from Michelle Fischer, City Administrator, no later than **December 20, 2024** prior to the required time and date for sealed bid proposal submission. The interested contractor shall email a copy of the written clarification request to the City Administrator, Michelle Fischer, at [mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com). Written requests from interested firms and written responses by the City will be provided to all known Applicants and will be posted on the City's Public Notices website page where the Request for Bids is posted. This is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City.

## **2.0 GENERAL CONTRACT REQUIREMENTS**

The General Contract requirements are in the attached example agreement as well as its attachments. Please see:

- Schedule "A" Scope of Work
- Schedule "B" Insurance Requirements

Insurance certificates satisfactory to the City must be received before the contractor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Insurance certification must be supplied to:

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

CONFLICT OF INTEREST: A statement indicating the Applicant has no conflict of interest with the City of Dripping Springs, including any past or present employees or past or present elected officials of the City. **THE CIQ FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL. THE FORM IS AVAILABLE HERE: [HTTPS://WWW.ETHICS.STATE.TX.US/FORMS/CIO.PDF](https://www.ethics.state.tx.us/forms/cio.pdf)**

Applicants will also be required to complete a 1295 form from the Texas Ethics Commission available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 3.0 SPECIFICATIONS

#### 3.1 Applicable Standards and Regulations

- a. All work shall be done in a thorough and professional manner in accordance with the Agreement documents, specifications, and acknowledged industry standards, including but not limited to:
  - **ANSI A300** or the most current revision of “Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)”
  - **ANSI Z133.1** or the most current revision of “Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements”
  - The most current revision of the City of Dripping Springs Landscaping Ordinance including Oak Wilt Requirements and any other applicable federal, state, and local statutes (Article 28.06 Landscaping and Tree Preservation)
- b. In order to be considered for Contract award, the Proposer must be able to demonstrate that they currently provide or have provided Tree Trimming & Maintenance Services that are similar in size and scope to the services specified in this RFB. The Proposer must have three references documenting previously performed Tree Trimming & Maintenance Services. References shall be provided on a separate reference sheet. References provided shall be current and not from an immediate family member of Proposer, any employee of Proposer, or any employee of the City except for services provided directly to a City. The City will be the sole judge as to whether the services performed for the references are similar to the scope of services contained herein, and whether the Proposer is capable of performing such services.
- c. The Proposer shall employ an Urban Forester who holds a degree, and/or an International Society of Arboriculture (ISA) certified arborist with who has at least

five (5) years' experience to oversee tree work. The Proposer shall include with their RFB response copies of all certifications, degrees, or any other requested documentation that provide evidence of their Urban Forester and/or arborist's experience and certifications. Failure to provide the requested documentation may result in disqualification of Proposer's proposal. All certifications and degrees shall be current at the time of Contract award and shall remain current and up to date throughout the life of the Contract.

Reference the International Society of Arboriculture for an explanation of credentials:  
<https://www.isa-arbor.com/certification/benefits/certBOD>

### **3.2 Assignment of Work**

- a. The Contractor shall be notified of a task order by email. The Contractor shall confirm via email receipt of the task order within three (3) days of notification being sent. The services described on the task order shall be completed within the time period specified in the task order and agreed upon by both the City and the Contractor.
- b. Tasks to be completed on a task order may include but will not be limited to: tree trimming; tree removal; debris removal and disposal; soil care and fertilization; pest management; root invigoration; on-site chipping; safety controls; oak wilt remediation or control; and inclement weather tree debris cleanup and disposal.
- c. If there is inclement weather or extenuating circumstances during the work period, the City may extend the time period in which the work is to be completed. All extensions shall be in writing and signed by the City.
- d. If, during the course of services, the Contractor finds that any task order cannot be completed, the Contractor must notify the City with an explanation of the why the work cannot be completed within 24 hours.
- e. It is the Contractor's responsibility to confirm the address/location with the City and to ensure employees assigned to the task order perform the work at the correct address/location. In the event that the Contractor believes an address/location given by the City is incorrect, the Contractor shall notify the City immediately. The City will reconfirm the address/location of the task order.
- f. The Contractor shall provide the City with the name and cellular phone number of the General Foreman or other appropriate Single Point of Contact (SPOC). The General Foreman or SPOC shall be on-call during the hours of operation.
- g. The Contractor shall not perform work of any kind if there is a reasonable possibility of limbs or debris damaging vehicles, private property, or public property or causing injury or death to bystanders or workers. The Contractor shall be held liable for all damage to vehicles, private property, or public property and injuries or death to bystanders or workers caused by falling debris during the execution of a task order. The Contractor shall maintain Insurance Liability coverage.
- h. Any vehicle which may interfere with the work shall be moved by the owner of the

vehicle. If a vehicle impedes the start of work, the Contractor shall attempt to notify the owner of the vehicle no less than three (3) documented times over a three (3) day period (once per day). If the owner cannot be notified, the Contractor must notify the City of the failed notification attempts. The City will then proceed with notifying the owner of the vehicle. After notifying the owner, the City will reissue the task order and the Contractor shall confirm receipt of the reissued task order via email within one (1) business day of notification being sent. The Contractor shall then complete the services described in the reissued task order within the time period specified in the reissued task order and agreed upon by both the City and the Contractor.

- i. All damage to vehicles and property of any kind and injuries to persons, shall be reported to the City within four (4) hours of the occurrence.
- j. If a tree which is to be removed overhangs or is located on private property, the Contractor shall notify the owner of the property in writing at least three (3) days prior to the tree's removal. The written notifications shall include a statement that there should be no activity under and immediately around the tree until it is removed and cleanup has been completed, the reason the tree must be removed, the anticipated removal date(s) and time(s), and any other information pertinent to the tree removal.
- k. The Contractor shall obtain all necessary permits and shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each task order. All forms of traffic control must be compliant with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The City may determine that task orders resulting from an emergency, as defined by the City, may be performed without permits. Under no circumstances shall the Contractor assume permits are not required. The City shall notify the Contractor in writing, by task order, when an emergency has been declared by the City and permits are not required. The Contractor shall have a certified traffic control person available at all times during any work which requires a permit/placement of traffic control devices within the right-of-way. The City's Standard Details for Traffic Control should be used in all areas that apply. Reference the City's website for additional information on the City's Standard Details for Traffic Control.

**4.0 PRICING**

<b>REQUIRED BID ITEMS: DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
Trim and/or remove trees; chip on site; haul-off and dispose chips at Contractor's expense	Per day per crew	\$ Click or tap here to enter text.
Trim and/or remove trees; chip on site; haul-off and dispose chips at Contractor's expense	Per cubic yard	\$ Click or tap here to enter text.
Trim and/or remove trees; no on-site chipping; haul-off and	Per day per crew	\$ Click or tap here to enter text.

dispose removed material at Contractor's expense		
Trim and/or remove trees; no on-site chipping; haul-off and dispose removed material at Contractor's expense	Per cubic yard	\$ Click or tap here to enter text.
Trim and/or remove trees; chip on site; deliver chips to City facility for handling by City	Per day per crew	\$ Click or tap here to enter text.
Trim and/or remove trees; chip on site; deliver chips to City facility for handling by City	Per cubic yard	\$ Click or tap here to enter text.
Trim and/or remove trees; no on-site chipping; deliver removed material to City facility for handling by City	Per day per crew	\$ Click or tap here to enter text.
Trim and/or remove trees; no on-site chipping; deliver removed material to City facility for handling by City	Per cubic yard	\$ Click or tap here to enter text.
Apply soil treatment and fertilizer as appropriate to promote vitality and improve resistance to construction stress.	Per treatment	\$ Click or tap here to enter text.
Inspect vegetation for insect and mite pests, diseases and cultural problems that could impact plant health. Treat designated plants as needed to suppress pest damage and promote plant health.	Per treatment	\$ Click or tap here to enter text.
Cultivate the soil beneath designated vegetation to improve soil health and promote root development and function pre-construction. Incorporate organic matter from degraded mulch into the soil during cultivation. Apply mulch to an appropriate depth to the treated area following cultivation. Add biochar and compost to the soil during cultivation as appropriate.	Per designated tree	\$ Click or tap here to enter text.
Oak wilt remediation and control of designated vegetation using Macro Flare Root Injection Protocol and Alamo fungicide propiconazole.	Per designated tree	\$ Click or tap here to enter text.

<b>OPTIONAL BID ITEMS: DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; haul-off and dispose collected limbs at Contractor's expense	Per day per crew	\$ Click or tap here to enter text.
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; haul-off and dispose collected limbs at Contractor's expense	Per cubic yard	\$ Click or tap here to enter text.
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; deliver removed material to City facility for handling by City	Per day per crew	\$ Click or tap here to enter text.
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; deliver removed material to City facility for handling by City	Per cubic yard	\$ Click or tap here to enter text.

**5.0 DEMONSTRATION OF EXPERIENCE**

List in table below the contracts of similar scope and scale to the City's RFB has your organization completed. List most recent <b>FIRST:</b> <b>Contract Amount</b>	<b>Type of Work</b>	<b>Date Completed</b>	<b>Owner's Name &amp; Contact Info</b>
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.	Click or tap here to enter text.

Have you ever failed to complete any contract awarded to you?

Yes  No

If “Yes”, state where and why.

## **6.0 REFERENCES**

Proposer shall submit a list of at least three (3) references for which Proposer has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Central Texas area references are preferred.

Company:

Contact name: Phone number:

Email:

Company:

Contact name: Phone number:

Email:

Company:

Contact name: Phone number:

Email:

## **7.0 CONTRACTOR’S RESPONSIBILITY FOR DAMAGE CLAIMS**

**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.

## **8.0 COST OF DEVELOPING SEALED BIDS**

All costs related to the preparation of the sealed bids and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

**Attachments:**



*Exhibit "A" Example Agreement  
Schedule "A" Task Order Template  
Schedule "B" Insurance Requirements*

## EXHIBIT “A”

### Example Agreement

#### AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND CONTRACTOR

This Agreement (“Agreement”) is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the “City”), and CONTRACTOR, (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 tree 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 tree services 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. SCOPE OF WORK

Work under this Agreement shall consist of all tree services needed by the City through task orders as shown in **Schedule “A” of the attached Example Agreement.**

#### ARTICLE II. PERFORMANCE

##### *A. Contractor’s Duties*

1. Maintenance. Contractor shall provide tree services as specified in each Task Order.
2. Equipment. Contractor, at its sole expense, shall provide all necessary equipment to conduct the tree services 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 or private property where tree services are performed.

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 the time specified in each Task Order. 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 what is in this Agreement. The invoice shall consist of the Contractor's name, invoice #, address, date, tree services completed, project areas, 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 "B"**.

#### *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.

### **ARTICLE III. 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. **Task Order.** Each Task Order shall follow the template in Schedule “A”. Any Task Order for services rendered at a cost at fifty thousand dollars or less and currently budgeted may be approved by the City Administrator. Any Task Order that results in a cost of fifty thousand dollars or more or which is not budgeted for may be approved by City Council.

4. **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.

5. **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 tree services.

6. **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.

7. **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.

8. **Term.** The term of this Agreement shall be for one (1) year to commence on January 7, 2025 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.

9. **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:

**CONTRACTOR**

10. **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

11. **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.

12. **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.

13. **Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have 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."

14. **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.

15. **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.

16. **Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

17. **Counterpart and Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

18. **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.

19. **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:                      CONTRACTOR**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Owner

**ATTACHMENTS:**

*Schedule "A" Scope of Work*

*Schedule "B" Insurance Requirements*

**Schedule "A"**

**TREE SERVICES AGREEMENT – TASK ORDER**

This Task Order, made and entered into this, the \_\_\_\_ day of \_\_\_\_\_ 2025, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and \_\_\_\_\_, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein as an Task Order to the Agreement number \_\_\_\_\_.

**1. Description of Services.** The City and Contractor agree to the following:

- (a) Provide Tree Care Services for an area located at or around: [ADDRESS]
- (b) Tree Services include:
  - [List of Services]

**2. Scope of Work.** Contractor will provide tree care services in as listed in Description of Services as Attachment "A". The Task Order will be charged as shown in the attached. Contractor will contact the City Administrator in writing if cost of services will exceed this amount.

**3. Schedule.** Work for this Task Order shall be completed within ten (10) business days.

**4. Task Order.** This Task Order incorporates the Agreement entered into on or about \_\_\_\_\_, 2025 named the Professional Services Agreement – \_\_\_\_\_.

**THE CITY:**  
*City of Dripping Springs*

**CONTRACTOR:**

\_\_\_\_\_  
Michelle Fischer  
City Administrator

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Schedule “B”  
Insurance Requirements**

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**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 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