



**REQUEST FOR BIDS
CITY OF DRIPPING SPRINGS, TEXAS
GROUND MAINTENANCE ON CITY PROPERTY AND PARKS**

Sealed Bids, one (1) original, (5) copies, and one (1) electronic copy (in PDF format) on CD or flash drive shall be delivered to the City of Dripping Springs, City Administrator, 511 Mercer St, Dripping Springs TX 78620, at or before: 4:00 PM on March 29, 2021, 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 grounds maintenance services for the City of Dripping Springs starting on or about October 1, 2021, and ending on or about September 30, 2022, 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, Texas, 78620, will be received from Contractors interested in providing grounds maintenance 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.

Contractors interested in bidding on the City Properties are required to attend a tour of the City Properties on **10 a.m. on March 22, 2021 meeting at City Hall**. If interested in participating in the tour, please contact Craig Rice, Maintenance Director at crice@cityofdrippingssprings.com by 4:00 p.m. on March 19, 2021. The purpose is to ask questions about the contract requirements and to understand the areas to be maintained.

Bidders should inspect the locations as shown on maps located in *Exhibit "B"* prior to the pre-bid conference and prior to submitting bids in order to be fully aware of the scope of the services required. Bidders should use *Exhibit "A"* to determine the sealed bid price. Failure to do so will not relieve the successful bidder from performing in accordance with the strict intent and meaning of the specifications at the awarded bid price. There will be no additional cost to the City.

Contract awards for the grounds maintenance project areas 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 grounds maintenance 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.

The Contractor may bid for all grounds maintenance as outlined in this Request for Bids and the attached exhibits or for part of the maintenance based on specified bundles. The bundles are:

- (a) City Parks;
- (b) Street Right-of-Way and Detention Ponds;

NO PRE-SUBMITTAL CONFERENCE: A pre-submittal conference will not be held, but the tour listed above is required.

EVALUATION CRITERIA:

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

- (a) the purchase price;
- (b) the reputation of the Contractor and of the Contractor's services;
- (c) the quality of the Contractor's goods or services;
- (d) the extent to which the services meet the City's needs;
- (e) the Contractor's past relationship with the City; and
- (f) the Contractor's equipment:

EQUIPMENT: Bids shall include a complete "list of machinery and equipment available". This list will be used to determine whether the bidder can adequately perform the required work. All equipment the bidder anticipates committing to this contract should be included in the listing. Bidder should be able to demonstrate adequate back-up equipment or plan to allow for breakdowns. See: *Exhibit "E"* "List of Machinery and Equipment".

Insufficient and/or inadequate equipment, as determined by the City of Dripping Springs, is cause for rejection of a proposal. The right is reserved to thoroughly inspect and investigate the establishment, facilities, business reputation, and other qualification of any bidder and reject any bid, irrespective of price, if it shall be determined lacking in any of the essentials necessary to assure acceptable standards of performance.

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 Craig Rice, Maintenance Director, no later than five (5) days 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 Maintenance Director, Craig Rice, at crice@cityofdrippingsprings.com. Written requests from interested firms and written responses by the City will be provided to all Applicants. Besides the site visit listed above, 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

INSURANCE: The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under the agreement awarded through this bid process. The contractor shall file with the City of Dripping Springs, prior to the commencement of services, a certificate of insurance documenting the required insurance as outlined in the City of Dripping Springs Insurance Requirements listed in *Exhibit "D"*.

Insurance certificates satisfactory to the City must be received before 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. /P.O. 384
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

3.0 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.

4.0 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 of 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 attached as *Exhibit “A”*.

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 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. 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.

“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 *Exhibit “B”*.

“STREET RIGHT-OF-WAY AND DETENTION PONDS” Rob Shelton Blvd., Founders Park Rd., and various detention ponds as outlined in maps in *Exhibit “B”*.

B. GROUNDS MAINTENANCE AND TRIMMING:

1. Contractor shall remove litter, mow, blow, and go, as specified during the mowing season as specified in specifications.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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 damages to trees will result in assessment of damages.

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

1. 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.
2. 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 caliper inch basis with a minimum size of replacement tree of 2" in caliper. 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 caliper inch.

3. 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.
4. 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 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.

1. All concrete sidewalks, trails, curbs, walking paths and steps must be mechanically edged exposing concrete surface.
2. 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.
3. All material dislodged by edging shall be removed from the site or blown back onto grass areas so as to leave a clean appearance.
4. Concrete sidewalks shall be edged on both sides.

E. SWIMMING POOLS:

1. If the contractor fails to use grass-catching equipment, the contractor may be assessed liquidated damages of a minimum of \$100.00 per incident up to the actual cost to the City to clean up the site.
2. 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:

1. Contractor will use care when mowing or edging around lakes, ponds, and creeks.
2. Grass must be directed away from water, but does not have to be caught or removed from area.
3. Failure to comply may result in liquidated damages of \$100.00 per incident.
4. Repeated violations may result in contract termination.

G. HAZARDOUS CONDITIONS: The Contractor is required to notify the City Administrator immediately of any hazardous conditions and/or damage to City property.

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- 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.
- J. COMPLETION OF WORK: The Contractor must complete the work within a minimum 3 continuous days, or less, once the work begins. 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. 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.

5.0 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 REMAIN THE SAME.

6.0 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.

7.0 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. /P.O. Box 384
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.

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.

MAINTENANCE SCHEDULE AND LIQUIDATED DAMAGES: Failure on the part of the Contractor to sustain the required maintenance schedule or meet contract specifications may result in liquidated damages. Assessment may be as much as two hundred fifty dollars (\$250.00) per day in liquidated damages for incomplete work in the project area until all work is completed (liquidated damages will not exceed the total dollars for the incomplete project location, per cycle).

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.

8.0 DELIVERIES AND PERFORMANCE

NOTE: THE CITY HAS THE AUTHORITY TO CANCEL SCHEDULED MOWING CYCLES ON A WEEK-TO-WEEK BASIS. THE CANCELLATION WILL BE BASED UPON NEED, PREVAILING WEATHER CONDITIONS, AND AVAILABLE FUNDING.

THE CONTRACTOR WILL BE NOTIFIED OF ANY CANCELLATIONS. THE CITY RESERVES THE RIGHT TO PERFORM GROUNDS MAINTENANCE OPERATIONS DURING CANCELED CYCLES.

THE CITY MAY CHANGE THE FREQUENCY OF GROUNDS MAINTENANCE CYCLES FROM 14 TO 30 DAY CYCLES AT ANY TIME.

CONTRACTORS MAY BE CALLED UPON TO PERFORM ADDITIONAL CYCLES OF MAINTENANCE AS REQUESTED WITHIN A ONE WEEK PERIOD OF REQUEST, AT THE PRICE AGREED UPON IN THE CONTRACT FOR 7, 14 OR 30 DAY CYCLES.

9.0 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" Schedules

Exhibit "B" Maps

Exhibit "C" Example Agreement

Exhibit "D" City of Dripping Springs Contractor Insurance Requirements

Exhibit "E" List of Machinery and Equipment

Exhibit "F" Maintenance Requirements

EXHIBIT A

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		
Cross Country Trail			
<i>Mow March, June, September and last week of November or as directed by City Staff.</i>	4		
Fire Ant Control along trails and bird blind area	3		
	Sub-Total Charro Ranch Park Base Bid		
Charro Ranch park Cross Country Trail Bid Alternate			
<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		
	Sub-Total Charro Ranch Park Base Bid with Bid Alternate		
Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball, Volleyball Courts, Fitness Stations, Park Road, Concessions /Restroom Buildings			
<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		
<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		
SRP Playscape			

**City-Owned Parks Ground Maintenance Bid Tab
Base Bid and Bid Alternates**

<i>Mow, trim, remove clippings and rake playground areas in city-owned parks monthly as directed by City.</i>	12		
Fire Ant Control along trails, picnic areas, playground, and restrooms	3		
Adult Softball Fields Perimeter			
<i>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).</i>	23		
		Sub-Total Sports and Recreation Park Base Bid	
<i>Bid Alternate - Mow, trim and edge, remove clippings with blower on two softball fields weekly from mid-March to end of September (29 cycles).</i>	29		
		Sub-Total Sports and Recreation Park with Softball Field Bid Alternate	

Founders Memorial Park "FMP"	Number of Cycles	Per Cycle Cost	Annual Total
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			
<i>Maintain areas on 14 day cycle in the months of April, May & June. (8 Cycles).</i>	8		
<i>* 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</i>			
<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		

**City-Owned Parks Ground Maintenance Bid Tab
Base Bid and Bid Alternates**

Fire Ant Control along trails, picnic areas, playground, and restrooms	3		
	Sub-Total Founders Memorial Park Base Bid		

Dripping Springs Ranch Park "DSRP"	Number of Cycles	Per Cycle Cost	Annual Total
DSRP "A" section - Park Trails, Ranch House, Park Road, Picnic Area			
<i>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).</i>	11		
<i>Maintain all areas on 30 day cycle for the months of February, July, August, October (4 Cycles).</i>	4		
DSRP "B" section – Playscape, Park Sign, Outdoor Arena			
<i>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).</i>	14		
<i>Maintain all areas on 30 day cycle for the months of February, July, November (3 Cycles).</i>	3		
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/or on a per cycle basis as requested by the City (11 Cycles).</i>	11		
<i>Maintain all areas on 30 day cycle for the months of February, July, August, October (4 Cycles).</i>	4		
Fire Ant Control along trails, picnic areas, playground, and Ranch House	3		
	Sub-Total DSRP Base Bid		

BID ALTERNATE – Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas	Number of Cycles	Per Cycle Cost	Annual Total
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**City-Owned Parks Ground Maintenance Bid Tab
Base Bid and Bid Alternates**

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).			
<i>Subtotal for Fire Ant Control Bid Alternate at Charro Ranch Park</i>	12		
<i>Subtotal for Fire Ant Control Bid Alternate at Sports and Recreation Park</i>	12		
<i>Subtotal for Fire Ant Control Bid Alternate at Founders Memorial Park</i>	12		
	Sub-Total for Fire Ant Control Bid Alternate		
Total All Bid Options			Annual Total
Subtotal All Parks Base Bid			
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing			
Subtotal All Parks with Additional Fire Ant Control at All Parks			
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing and Additional Fire Ant Control at All Parks			
Subtotal Sports and Recreation Park Bid Alternate for Mowing/Edging Softball Fields (2)			
Total All Parks with All Bid Alternates			

Approved

Company

Date:

EXHIBIT A

City Properties Ground Maintenance Bid Tab Base Bid and Bid Alternates

CITY PROPERTIES			
Irrigated Walking Trail and Street Median along Rob Shelton Blvd.	Number of Cycles	Per Cycle Cost	Annual Total
<i>Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (16 Cycles)</i>	16		
<i>Maintain once per month (on 30 day cycle) during the first week of March and first or second week of December and/or as directed by City Staff (2 Cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>	2		
	Sub-Total Irrigated Walking Trail and Street Median along Rob Shelton Blvd.		
Rob Shelton Blvd. – Blvd Median and ROW between Founders Memorial Park and Hwy 290W	Number of Cycles	Per Cycle Cost	Annual Total
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (22 cycles).</i>	22		
<i>Maintain once per month (on 30 day cycle) during the first week of January, February, and second week of December or as directed by City (3 Cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>	3		
	Sub-Total Rob Shelton Blvd. – Between Founders Memorial Park and Hwy 290 W		
Rob Shelton Blvd. – Right of way adjacent to corner of Five Star ER and US Hwy 290; approx. location is 333 Hwy 290 E	Number of Cycles	Per Cycle Cost	Annual Total
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (20 Cycles). Manage landscape beds, perform fire ant control and check irrigation.</i>	20		

EXHIBIT A

City Properties Ground Maintenance Bid Tab
Base Bid and Bid Alternates

Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles)	3		
	Sub-Total Rob Shelton Blvd. – ROW adjacent to Five Star ER		

Founders Park Rd. – Right of Way to Big Sky neighborhood	Number of Cycles	Per Cycle Cost	Annual Total
Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (16 Cycles) Mow, trim and perform fire ant control along ROW and walking trail.	16		
Maintain one per month (on 30 day cycle) during the first week of March and first or second week of December and/or as directed by City Staff (2 Cycles). Mow, trim and perform fire ant control along ROW and walking trail.	2		
	Sub-Total Founders Park Rd. ROW		

Detention Pond – North of Home Depot	Number of Cycles	Per Cycle Cost	Annual Total
Mow detention pond on quarterly basis in March, May, July and October. (4 cycles)	4		
	Sub-Total Detention Ponds		

Detention Pond – North of Home Depot Alternate	Number of Cycles	Per Cycle Cost	Annual Total
Add five mowing cycles to existing quarterly mowing schedule. New schedule will include 30 day mowing cycles in March, April, May, June, July, August, September, October and 2nd week of December (9 cycles)	9		
	Sub-Total Detention Ponds Alternate		

Total All Bid Options			Annual Total
Grand Total - Rob Shelton Blvd., Founders Park Rd. ROW & Detention Pond-Home Depot Lot			

City Properties Ground Maintenance Bid Tab
Base Bid and Bid Alternates

Grand Total/Bid Alternate - Rob Shelton Blvd., Founders Park Rd. ROW with BID ALTERNATE FOR DETENTION PONDS ADJACENT TO HOME DEPOT PARKING LOT	
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Approved

Company

Date:

EXHIBIT "B"

Dripping Springs Ranch Park

1042 Event Center Dr.

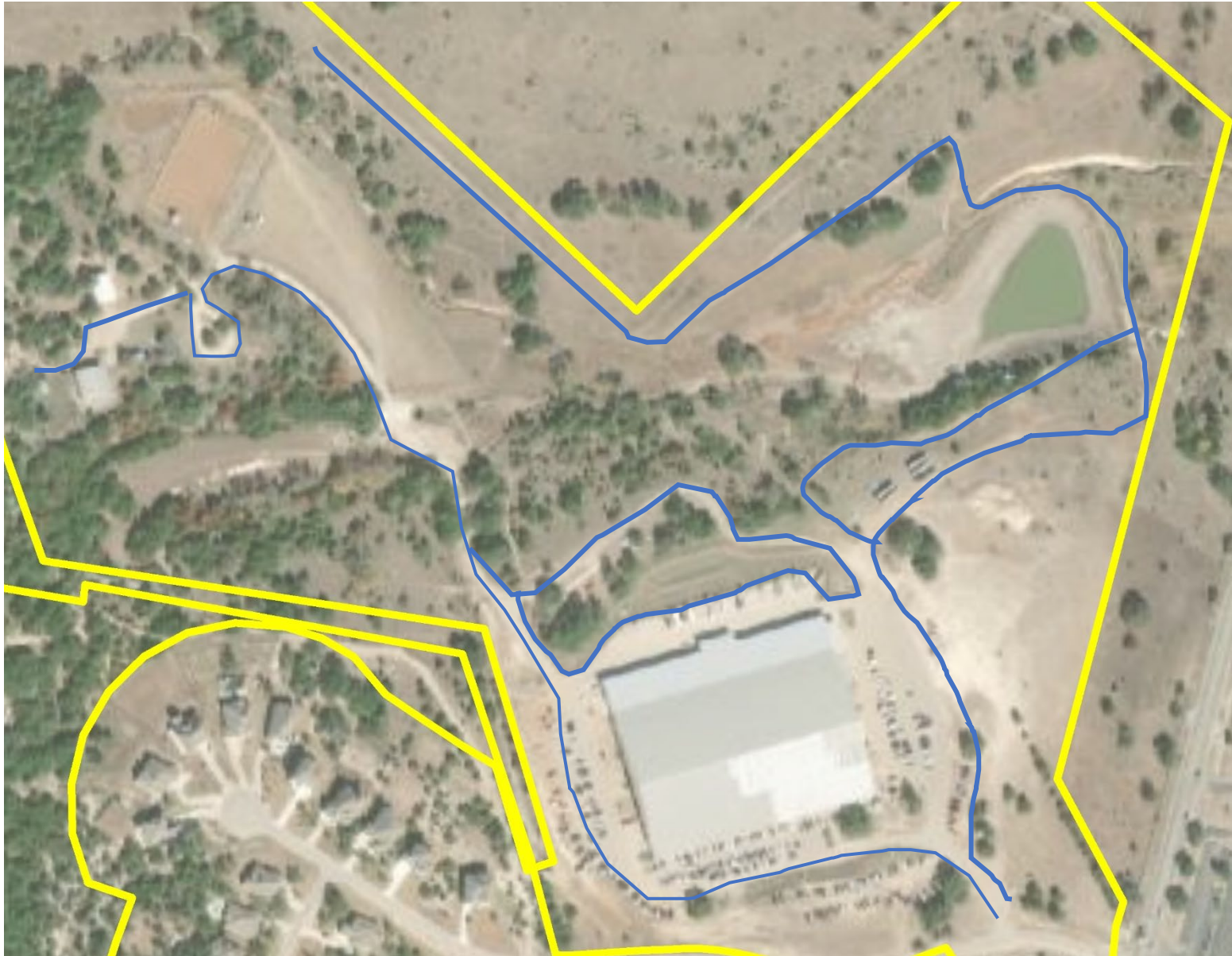


EXHIBIT "B"

Dripping Springs Ranch Park
1042 Event Center Dr.



EXHIBIT "B"

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



Right of Way

Founders Park Road & Rob Shelton Blvd

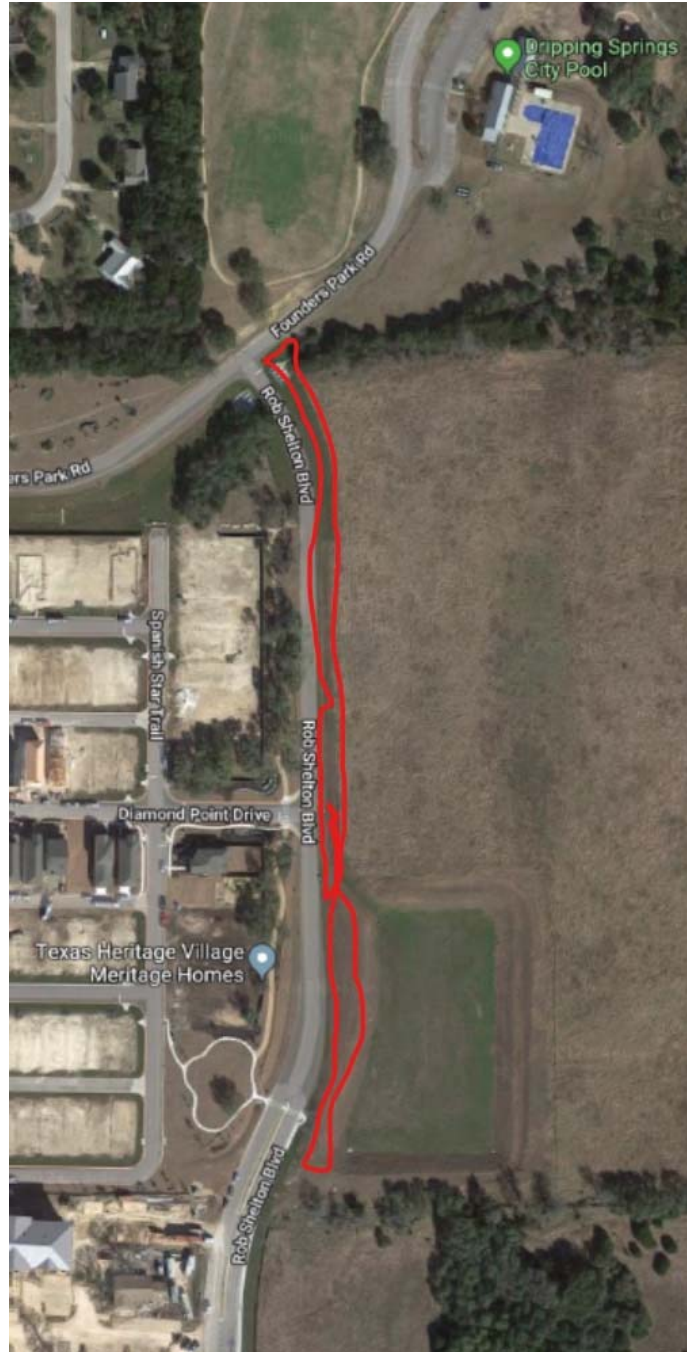


EXHIBIT "B"

Founders Park Rd. ROW



Right of Way

Northeast Corner of RR 12 and Mercer St



Detention Pond– Home Depot Parking Lot

(Behind Home Depot located at 260 E Highway 290 Dripping Springs, TX 78960)



EXHIBIT "B"

Charro Ranch Park

22690 W FM 150



**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 City parks, street right-of-way maintenance, and detention bonds 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, Rob Shelton Blvd., Founders Park Road, various detention ponds, and additional properties as assigned. *[THIS SECTION DEPENDS ON BUNDLE BID AND AGREED TO]*

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 **Exhibit "A"**. The City Properties to be maintained are shown in the maps in **Exhibit "B"**. 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 Exhibit "C".

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 Exhibits "A" Maintenance Requirements and Exhibit "C" Mowing Schedule) 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 E). 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 “D”**.

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

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

5. **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 ASSESS 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).

6. **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.

7. **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: Owner
CONTRACTOR

8. **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

9. 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.

10. 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.

11. 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.

12. 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

Bill Foulds, Jr., Mayor

Owner

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENTS:

Exhibit "A": Maintenance Requirements

Exhibit "B": Maps

Exhibit "C": Mowing Schedules

Exhibit "D": Insurance Requirements

Exhibit "E": Contractor Bid

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 F

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.

EXHIBIT F

6. 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. Access to swimming pool by City Staff.

- **Park Trail (.71 miles)**

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

- **Open Space Maintenance – Native Area**

- 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.
- Maintain areas on 14 day cycle in the months of April, May & June. (6-8 cycles),
- 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.

EXHIBIT F

City of Dripping Springs Grounds Maintenance Requirements

Rob Shelton Boulevard

Irrigated Walking Trail and Street Median along Rob Shelton Blvd., adjacent to HEB

- Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (16 cycles). Mow, manage beds, check irrigation and perform fire ant control.
- Maintain once per month on 30 day cycle during the first week of March and first or second week of December and/ or as directed by City (2 cycles). Mow, manage beds, check irrigation, and perform fire ant control.
- Maintenance to be performed in locations indicated on map included with this packet.

Boulevard Median and Right of Way between Founders Memorial Park and Hwy 290 W.

- Maintain median and east side of boulevard as indicated on the map or as directed by City Staff.
- Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (20 cycles). Manage landscape beds, perform fire ant control and check irrigation.
- Maintain once per month on 30 day cycle during the first week of January, February and second week of December or as directed by City. (3 cycles) Mow, manage beds, check irrigation and perform fire ant control on right of way and median.

Boulevard Right of Way Adjacent to Corner of Five Star ER and US Hwy. 290; (Approximate Location is 333 Hwy 290 E.)

- Mow, trim and remove clippings on 14 day cycles during the months of March, April, May, June, July, August, September, October and November (20 cycles).
- Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles)
- Maintain right of way as indicated on map included in this packet.

EXHIBIT F

City of Dripping Springs 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 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 field managed by others. Ant mounds treated each cycle must be shown on park map when invoices are submitted.

SRP "A"

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.

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 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.

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 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.

EXHIBIT F

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 DSYS. 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 F

City of Dripping Springs Grounds Maintenance Requirements Miscellaneous Properties

Detention Pond - Home Depot Parking Lot

Mow, trim and remove clippings in detention pond on quarterly basis in March, May, July and October (4 cycles) to a height of 6" to 8" as indicated on map.

Bid Alternate

Detention Pond - Home Depot Parking Lot

Mow, trim and remove clippings in detention pond.

- Add five mowing cycles to existing quarterly mowing schedule.
- New schedule would include 30 day mowing cycles in March, April, May, June, July, August, September, October and 2nd week of December (Total of 9 cycles)

EXHIBIT F

City of Dripping Springs 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 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 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.

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.

EXHIBIT F

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.