

GROUNDS MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and Canyon Creek Landscaping, Inc., (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 ponds 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 Park, Veterans Memorial Park, Rob Shelton Blvd., the Wastewater Treatment Plant, various detention ponds, rights of way, trails, and additional properties as assigned.
- B. Trash and Litter:** Shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape.

ARTICLE II. SCOPE OF WORK

Work under this Agreement shall consist of specific grounds maintenance activities at the City Properties ("Work") as shown in the exhibits including the maintenance requirements in 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 in

the Contractor Bid 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" Contractor Bid) 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 (Exhibit C). 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

- A. Assignment:** Neither the City nor the Contractor shall assign any interest in this Agreement without the prior written consent of the other party.
- B. Amendment:** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
- C. Termination:** The City or the Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of the City and the Contractor.
- D. Relationship of Parties:** It is understood by the parties that Contractor and its employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees. The City may contract with other individuals for firms for landscaping or grounds maintenance.
- E. Conflicts of Interest:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third party client may exist. If the City Council finds that a project for a third party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

F. Employees: Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

G. INDEMNIFICATION: CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

H. LIQUIDATED DAMAGES: FAILURE ON THE PART OF THE CONTRACTOR TO SUSTAIN THE REQUIRED MAINTENANCE OR PERFORM UNDER THIS AGREEMENT MAY RESULT IN LIQUIDATED DAMAGES. THE CITY 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).

I. Term: The term of this Agreement shall be for one (1) year to commence on February 1, 2019 and ending on January 31, 2020. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.

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

If to the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384 / 511 Mercer Street
Dripping Springs, TX 78620

If to the Contractor:

Canyon Creek Landscaping, Inc.
Attn: Raul Arellano
16351 FM 150 Unit C
Driftwood, TX 78619

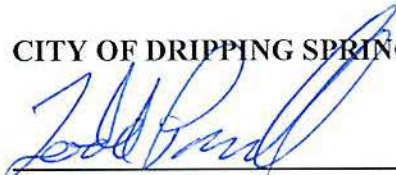
K. Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and by executing this Agreement, the Contractor affirms that it is not in violation of the 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

- L. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- M. Law & Venue:** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.
- N. Severability:** If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.
- O. Entire Agreement:** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

Date

1/17/19

CANYON CREEK LANDSCAPING, INC:



Raul Arellano, Owner

Date

1/16/19

ATTEST:



Andrea Cunningham



ATTACHMENTS:

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

Exhibit "A"

City of Dripping Springs Grounds Maintenance Requirements

Founders Memorial Park - 480 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, Swimming Pool Grounds, 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 March, September, October and first or second week of December or on a per cycle basis as directed by City. Fire ant control 3 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

1. Park Entrance

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

2. Park Road

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

3. Gerald Brumley Garden

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

4. Playscape Structure and Surface

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

5. Walking Trail to Pound House Museum Property Gate

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

6. Common Areas, Park Trail,

• **Common Areas Around Multi-Purpose Fields**

- 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, Swimming Pool, 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.

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 (14-16 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 (9 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 (16-18 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.

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 March, July, September, 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-May to end of September; weekly in May and June, twice monthly in July, August and September (12-13 cycles). Include common area between fields and 20 feet beyond fence in outfield where possible.

Bid Alternate for Adult Softball Fields

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

Successful bidder will mow the turf of the fields weekly at a height of two inches, from mid-May through September (approximately 18 or 19 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.

**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)

**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 December; or as directed by City Staff.
5. **Trail Signs, Picnic Areas, Park Furniture**
 - Maintain around and beneath park signs/furniture and picnic areas as needed to provide a neat and well-kept appearance. Maintain a mowed path (minimum five feet wide) to off-path picnic areas and benches. Perimeter mowing around park furniture/ signs shall be approximately three (3) feet wide where terrain allows.

Bid Alternate

Charro Ranch Park Cross Country Trail – Increased Maintenance

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

NOTE TO SUCCESSFUL BIDDER: CHARRO RANCH PARK HAS MULTIPLE NATIVE AREAS. IT IS IMPERATIVE THAT YOU WORK CLOSELY WITH CITY STAFF AND THE HAYS COUNTY MASTER NATURALISTS TO DETERMINE EXACT LOCATIONS FOR MOWING, TRIMMING, PESTICIDE AND INSECTICIDE TREATMENT, AS WELL AS ANY OTHER MAINTENANCE OF THE PARK.

Fire Ant Control

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

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

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

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

EXHIBIT "B"

Triangle & Veterans Memorial Park

151 E Mercer St Dripping Springs, TX 78620



Wastewater Treatment Plant

23127 FM 150 Driftwood, TX 78619



Founders Park

480 Founders Park Road Dripping Springs, TX 78620



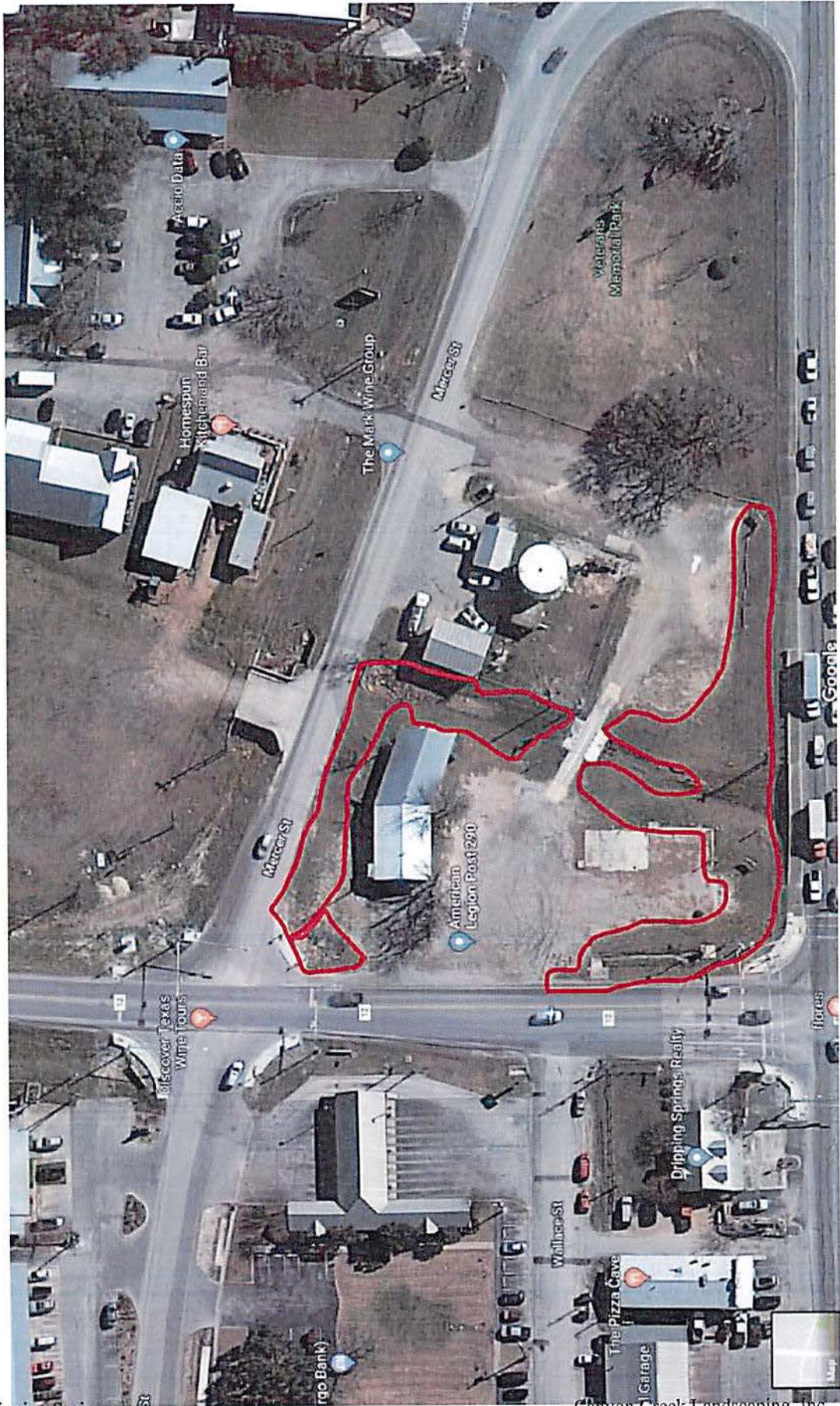
Right of Way

Founders Park Road & Rob Shelton Blvd



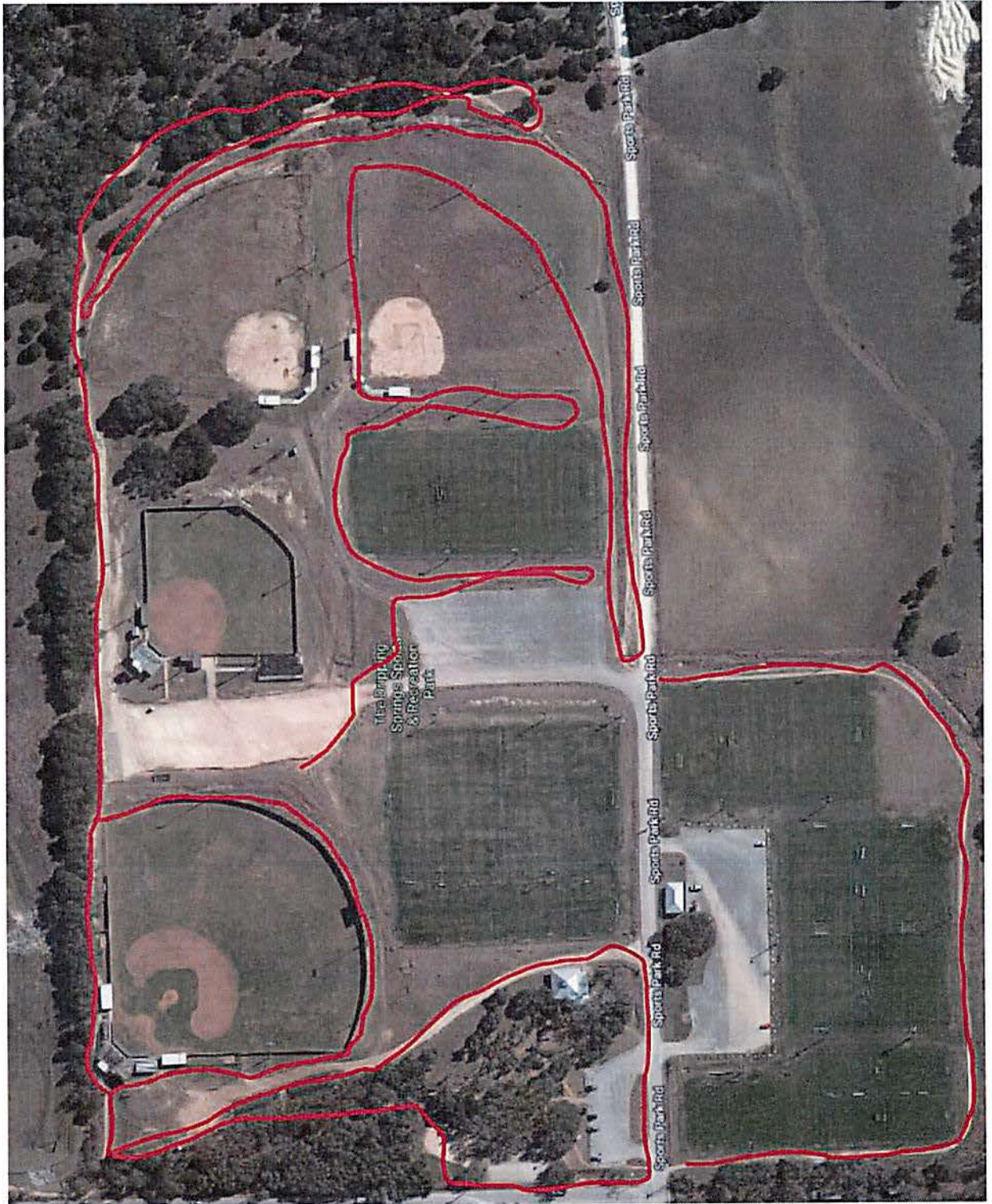
Right of Way

Northeast Corner of RR 12 and Mercer St



Sports and Recreation Park

27148 Ranch Road 12 Dripping Springs, TX 78620



Detention Pond– Home Depot Parking Lot

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



Charro Ranch Park

22690 W FM 150



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

Maintain all areas on 14 day cycle during the months of April, May and June; include weed control and tilling VB court. (6-8 cycles)	\$700	8	\$5,600
Maintain all areas once per month (on 30 day cycle) during the first week of March, July, September, and first or second week of December and/or as directed by City. (4 cycles)	\$650	4	\$2,600
SRP "B" Playscape			
Mow, trim, remove clippings and rake playground areas as needed in city-owned parks monthly as directed by City.	\$50	12	\$600
Fire Ant Control - 3 cycles annually per specifications	\$50	3	\$150
Adult Softball Fields Perimeter			
Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower from mid-May to end of September; weekly in May and June, twice monthly in July, August and	\$500	13	\$6,500
Sub-total Sports and Recreation Park Base Bid			\$15,450
Bid Alternate: Mow, trim and edge; remove clippings with blower on two softball fields weekly from mid-May to end of September (18-19 cycles)	\$200	19	\$3,800
		19	

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

Sub-Total Sports and Recreation Park with Softball Field Bid Alternate	Per Cycle Cost	Number of Cycles	Annual Total
Founders Memorial Park "FMP"			
FMP "A" 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 (Include 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>Maintain areas on 14 day cycle in the months of April, May & June. (6-8 cycles)</i>	\$450	8	\$3,600
<i>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)</i>	\$450	6	\$2,700
Fire Ant Control - 3 cycles annually per specifications	\$100	3	\$300
Sub-Total Founders Memorial Park Base Bid			\$6,600

City-Owned Parks Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

Veterans Memorial Park "VMP"; and/or the "Triangle"	Per Cycle Cost	Number of Cycles	Annual Total
VMP Park Grounds, Veterans Memorial Site, Farmer's Market Site, Picnic Area			
<i>Maintain areas on 14 day cycle during the months of April, May and June. (6-8 cycles)</i>	\$250	8	\$2,000
<i>Maintain areas shown on 30 day cycle during the first week of March, July, September and first or second week of December; and/or on a per cycle basis as directed by City. (5 cycles)</i>	\$400	5	\$2,000
VMP Landscape Beds (2)			
<i>Maintain two landscape beds throughout year in a weed free condition, prune plantings as needed, remove dead plant material and replace per City requirements. (6-8 cycles)</i>	\$50	8	\$400
Fire Ant Control -3 cycles annually per specifications	\$100	3	\$300
<i>Seeding -Over seeding of rye grass in Mid-October approximately 30lbs per acre for total coverage.</i>	-	1	-
Sub-Total Veterans Memorial Park Base Bid			\$4,700
BID ALTERNATE - Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas -			
<i>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>			
	\$25	12	\$300

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

<i>Subtotal for Fire Ant Control Bid Alternate at Charro Ranch Park</i>					
	\$25	12		\$300	
<i>Subtotal for Fire Ant Control Bid Alternate at Sports and Recreation Park</i>					
	\$25	12		\$300	
<i>Subtotal for Fire Ant Control Bid Alternate at Founders Memorial Park</i>					
	\$25	12		\$300	
<i>Subtotal for Fire Ant Control Bid Alternate at Veterans Memorial Park</i>					
	\$25	12		\$300	
<i>Subtotal for Fire Ant Control Bid Alternate</i>					\$1,500

Total All Bid Options

<i>Subtotal All Parks Base Bid</i>				\$34,900
<i>Subtotal All Parks with Charro Ranch Park Additional Trail Mowing</i>				\$40,900
<i>Subtotal All Parks with Additional Fire Ant Control at All Parks</i>				\$36,400
<i>Subtotal All Parks with Charro Ranch Park Additional Trail Mowing and Additional Fire Ant Control at All Parks</i>				\$42,400
<i>Subtotal Sports and Recreation Park Bid Alternate for Mowing/Edging Softball Fields (2)</i>				\$3,800
<i>Total All Parks with All Bid Alternates</i>				\$46,200.00

R-A

City-Owned Parks Grounds Maintenance Bid Tab

Base Bid and Bid Alternates

CANYON CREEK LANDSCAPING, INC. 12-17-18

Company

Date:



Approved

**City-Owned Park Trail Maintenance Bid Tab
Base Bid**

Park Trails Maintenance			
Base maintenance and weed control on decomposed granite trails are activities that will occur during contractor's normal maintenance activities. Any need for grooming and wash out area repair will fall under this category. Pricing will include labor and materials for repairs or grooming.			
Repairs to Wash Out Areas at Founders Memorial Park and Sports and Recreation Park	Price/\$.F.	Estimate /S.F.	Total Estimate (Annual)
Repair wash outs on decomposed granite trails following rain events, etc. Based on 4x6 wash out area x 15 wash out repairs	\$3.00	360	\$1,080
Grooming of decomposed granite trails to include blading and replacement of material as needed at Founders Memorial Park and Sports and Recreation Park	Price per Cycle	Number of Cycles	Total Estimate (Annual)
Grooming for Founders Park & Sports and Recreation Park - Assume two cycles per park annually	\$500	4	\$2,000
Park Trail Maintenance Sub-Total			\$3,080
City-Owned Park Trail Maintenance Cost Estimate Base Bid			\$3,080

Approved:  Company Canyon Creek Date: 12-17-18

City Properties Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

	Per Cycle Cost	Number of Cycles	Annual Total
Northeast Corner of RM 12 and Mercer St. Public Right of Way			
<i>Maintain public property on northeast corner of RR 12 and E. Mercer Street as shown on Veterans Memorial Park map during the first week of March, May, July and October. (4 cycles)</i>	\$100	4	\$400
Sub-Total Corner of RM 12 and Mercer St. Public Right of Way			\$400

	Per Cycle Cost	Number of Cycles	Annual Total
Irrigated Walking Trail and Street Median along Rob Shelton Blvd.			
<i>Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (14-16 cycles). Mow, manage beds, check irrigation and perform fire ant control.</i>	\$200	16	\$3,200
<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 (2 cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>	\$250	2	\$500
Sub-Total Rob Shelton Blvd.			\$3,700

**City Properties Grounds Maintenance Bid Tab
Base Bid and Bid Alternates**

	Per Cycle Cost	Number of Cycles	Annual Total
Rob Shelton Blvd. - Boulevard Median and Right of Way Between Founders Memorial Park and Hwy 290W; Maintain median and east side of boulevard as indicated on the map or as directed by City Staff.			
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (cycles). Manage landscape beds, perform fire ant control and check irrigation.</i>	\$100	20	\$2,000
<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 and perform fire ant control on right of way and median.</i>			
	\$100	3	\$300
Sub-Total - Rob Shelton Blvd. Between Founders Memorial Park and Hwy 290 W			\$2,300
Rob Shelton Blvd. - Right of way adjacent to corner of Five Star ER and US Hwy. 290; (approximate location is 333 Hwy 290 E)			
<i>Mow, trim and remove clippings on 14 day cycles during the months of March, April, May, June, July, August, September, October and November (16-18 cycles).</i>	\$75	18	\$1,350
<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)</i>			
	\$75	3	\$225
Sub-Total - Rob Shelton Blvd. at Five Star ER			\$1,575

**City Properties Grounds Maintenance Bid Tab
Base Bid and Bid Alternates**

Wastewater Treatment Plant Grounds Maintenance Locations Bid Tab
Base Bid and Bid Alternates

Wastewater Plant	Per Cycle Cost	Number of Cycles	Annual Total
Irrigated leach field and buildings			
Maintain aerobic leach field areas on 5 day cycles during the months of March, April, May, June, July, August, September and October. (50 cycles)			
Maintain areas on 14 day cycles once per month from November to February. (8 cycles)	\$675	58	\$39,150
Maintain building/barnyard area inside fence on same schedule as leach fields. (58 cycles)	\$30	58	\$1,740
Over seeding of rye grass in Mid-October approximately 30lbs per acre for total coverage.	-	1	-
Sub-Total Wastewater Plant Base Bid			\$40,890
Bid Alternate - WWP #1			
Wastewater Plant - 23127 Ranch Road 150 - This bid alternate changes the existing base bid specifications from 18 cycles per year to approximately 45 cycles per year to address excessive growth of vegetation on aerobic leach fields year round.		Number of Cycles	Annual Total
Maintain aerobic leach fields and building/barnyard area inside fence on same schedule - Increase mowing cycles from 14 day to weekly cycles during the months of March, April, May, June, July, August, September, and October (35 cycles instead of 16-18 cycles). And, increase mowing cycles from 2 cycles over 4 months to 14 day cycles from November - February (9-10 cycles) or as directed by City Staff.		45	\$1,350

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**Wastewater Treatment Plant Grounds Maintenance Locations Bid Tab
Base Bid and Bid Alternates**

Sub-Total Wastewater Plant WWTP #1		\$40,890

Wastewater Plant Grounds Maintenance Cost Estimate Base Bid		\$42,240



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NORTHEAST AGENCIES, INC. 6467 MAIN STREET STE 104 WILLIAMSVILLE, NY 14221	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:
	INSURERS AFFORDING COVERAGE
INSURED CANYON CREEK LANDSCAPING INC. 16351 FM 150 W UNIT C DRIFTWOOD, TX 78619	INSURER A: Contractors Bonding and Insurance Company NAIC # 37208
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

YEAR	TYPE OF INSURANCE	ADDL	INSUR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LYR		RISK	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C11SL8677	10/22/2018	10/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Dripping Springs 511 Mercer St PO Box 384 Dripping Spr, TX 78620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit "D"

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

TEXAS CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF DRIPPING SPRINGS 511 MERCER ST/PO BOX 384 DRIPPING SPRINGS, TX USA 78620	Named Insured: CANYON CREEK LANDSCAPING INC. 16351 FM 150 W UNIT C DRIFTWOOD TX 78619-9259
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Automobile Liability					
Insurer Name: Allstate Insurance Company					
Policy Number: 648240093					
	1 -- Any Auto		2 - Owned Autos Only		3 - Owned Priv. Pass. Autos Only
	4 -- Owned Autos Other Than Priv. Pass. Autos Only	X	5 - Owned Autos Subject to No Fault		6 - Owned Autos Subject to a Compulsory UM Law
X	7 -- Specifically Described Autos	X	8 - Hired Autos Only	X	9 - Nonowned Autos Only
Policy Effective Date : 10-02-2019			Policy Expiration Date: 10-02-2020		
Limits of Insurance:		Combined Single Limit (each accident)			
\$250,000/	BI Per Person	\$500,000	BI Per Accident	\$100,000	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions					
Interested Party Type: Additional Insured - All Other					
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.					
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.					

Producer: AMANDA ESCOBAR INSURANCE AGENCY	
Authorized Representative:	Date: 07-23-19



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CANYON CREEK LANDSCAPING INC.

Endorsement Effective Date: 10-02-2019

SCHEDULE

Name Of Person(s) Or Organization(s):

CITY OF DRIPPING SPRINGS
511 MERCER ST/PO BOX 384
DRIPPING SPRINGS, TX USA 78620

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

