



Parks & Recreation Commission Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street – Dripping Springs, Texas

Thursday, June 20, 2024, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

Commission Members

Paul Fushille, Chair

Matt Fougerat, Vice Chair

Hope Boatright

Kristy Caldwell

Olivia Barnard

Dustin Cloutier

Joe Wright

Christian Krueger

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz

Deputy City Secretary Cathy Gieselman

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak re regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

MINUTES

- 1. Approval of the May 15, 2024, Parks and Recreation Commission regular meeting minutes.**

BUSINESS AGENDA

- 2. Discuss and consider a recommendation to City Council to select Halff Associates to be the consultant for the Parks, Recreation & Open Space Master Plan Update, and to authorize the City Administrator to negotiate a Professional Services Agreement between the City of Dripping Springs and Halff Associates for the Master Plan Update.**
- 3. Discuss and consider a recommendation to City Council to accept the bid from Elk Ridge Construction, LLC to provide grounds maintenance on city property and within city parks, and to authorize the City Administrator to execute the Ground Maintenance Agreement.**

PARKS & COMMUNITY SERVICES DEPARTMENT REPORTS

Reports listed are on file and available for review upon request. The Commission may provide staff direction; however, no action shall be taken.

- 4. Parks & Community Services Director's Report**
Andy Binz, PCS Director

COMMITTEE REPORTS

The following reports relate to the administration of the City's Parks. The Commission may provide staff direction; however no action may be taken.

- 5. Charro Ranch Park**
Commissioners Fushille & Fougerat
- 6. Dripping Springs Ranch Park Committee**
Commissioner Boatright
- 7. Founders Memorial Park Committee**
Commissioners Barnard & Wright
- 8. Rathgeber Natural Resource Park**
Commissioners Caldwell, Fushille & Fougerat
- 9. Sports & Recreation Park Committee**
Commissioners Cloutier & Krueger
- 10. Veterans Memorial Park Committee**
Commissioner Caldwell

CLOSED SESSION

The Commission has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087

(Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

UPCOMING MEETINGS

Parks & Recreation Commission Meetings

July 17, 2024, at 6:00 p.m.

August 21, 2024, at 6:00 p.m.

September 18, 2024, at 6:00 p.m.

City Council Meetings

July 2, 2024, at 6:00 p.m.

July 16, 2024, at 6:00 p.m.

August 6, 2024, at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **July 14, 2024, at 3:00 PM.***

Diana Boone, City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



Parks & Recreation Commission Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street – Dripping Springs, Texas

Wednesday, May 15, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the Commission present, Chair Fushille called the meeting to order at 6:05 p.m.

Commission Members present were:

Paul Fushille, Chair

Matt Fougerat, Vice Chair

Hope Boatright

Kristy Caldwell

Dustin Cloutier (arrived @ 6:10 p.m.)

Joe Wright

Christian Krueger (arrived @ 6:21 p.m.)

Commission Member absent was:

Olivia Barnard

Staff, Consultants, & Appointed/Elected Officials present were:

Parks & Community Services Director Andy Binz

Planning Director Tory Carpenter

Deputy City Attorney Aniz Alani

DSRP Manager Emily Nelson

Deputy City Secretary Cathy Gieselmann

Parks Planning Consultant Brent Luck, Luck Design Team

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

No one spoke during Presentation of Citizens.

MINUTES

1. **Approval of the May 2, 2024, Parks & Recreation Commission special meeting minutes.**

A motion was made by Vice Chair Fougerat to approve the May 2, 2024, Parks & Recreation Commission special meeting minutes with corrections to attendee list. Commissioner Caldwell seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

2. **Discuss and consider approval of the Benjamin Seshan Eagle Scout project to build and install bat houses at Dripping Springs Ranch Park.**

Benjamin Seshan provided a presentation, which is on file, and addressed questions from the Commission.

A motion was made by Commissioner Caldwell to approve of the Benjamin Seshan Eagle Scout Project to build and install bat houses at Dripping Springs Ranch Park with the request that signage come back to the Commission for approval. Commissioner Boatright seconded the motion which carried unanimously 7 to 0.

3. **Discuss and consider approval of a recommendation to City Council regarding the proposed Cadel Beasley Distinguished Conservation Service Award project to build a composting station at Dripping Springs Ranch Park.**

Cadel Beasley provided an update on his Chimney Swift project, provided a presentation regarding a project to build a composting station, and addressed questions from the Commission; presentation is on file.

A motion was made by Vice Chair Fougerat to approve of a recommendation to City Council regarding the proposed Cadel Beasley Distinguished Conservation Service Award project to build a composting station at Dripping Springs Ranch Park. Commissioner Cloutier seconded the motion which carried unanimously 7 to 0.

The Commission considered item number 5 before considering item number 4.

5. **Discuss and consider approval of a recommendation to City Council regarding a request for a private parkland credit for the Parkland Plan for Ariza Multifamily located at 13900 W. US 290. Applicant: Cypressbrook 290 LP**

Applicant Luis Bordes, *Cypressbrook 290 LP*, provided a presentation and addressed questions from the Commission; presentation is on file.

Brent Luck and Tory Carpenter provided a presentation and addressed questions from the Commission. Presentation is on file.

A motion was made by Commissioner Wright to approve of a recommendation to City Council regarding a request for a private parkland credit for the Parkland Plan for Ariza

Multifamily located at 13900 W. US 290. Vice Chair Fougerat seconded the motion which carried 6 to 1, with Commissioner Caldwell opposed.

4. **Discuss and consider approval of a recommendation to City Council to allow and waive the facility rental fees for Environmental Consulting and Technology Inc. to conduct a Bat Mist Netting research program at Dripping Springs Ranch Park.**

Emily Nelson provided the staff report which is on file. Staff recommends approval.

A motion was made by Chair Fushille to approve of a recommendation to City Council to allow and waive facility rental fees for Environmental Consulting and Technology Inc. to conduct a Bat Mist Netting research program at Dripping Springs Ranch Park. Commissioner Boatright seconded the motion which carried unanimously 7 to 0.

The Commission considered item number 7 before considering item number 6.

7. **Discuss and consider approval of a recommendation to City Council to approve Change Order #1 for the Construction Contract between the City and Fazzone Builders, Inc. for Park System Signage Phase II.**

Andy Binz presented the staff report which is on file. Staff recommends approval of the recommendation to City Council for Park System Signage Phase II Change Order #1 in the amount of \$1,800.

A motion was made by Commissioner Caldwell to recommend to City Council approval of Change Order #1 for the Construction Contract between the City and Fazzone Builders, Inc. for Park System Signage Phase II as presented. Commissioner Krueger seconded the motion which carried unanimously 7 to 0.

6. **Discuss and consider approval of the Parks & Recreation Commission Fiscal Year 2025 Budget Recommendation.**

Andy Binz provided a presentation and handout which are on file. The priority list will be corrected to show number 4a as Athletic Field and 4b as Dirt Removal since both were listed as number 4.

A motion was made by Commissioner Boatright to approve of the Parks & Recreation Commission Fiscal Year 2025 Budget recommendation to City Council with consideration of updated final numbers from staff. Commissioner Wright seconded the motion which carried unanimously 7 to 0.

PARKS & COMMUNITY SERVICES DEPARTMENT REPORTS

Reports listed are on file and available for review upon request. The Commission may provide staff direction; however, no action shall be taken.

8. **Parks & Community Services Director's Report**

Andy Binz, PCS Director

Andy Binz presented the Director's Report which is on file.

COMMITTEE REPORTS

The following reports relate to the administration of the City's Parks. The Commission may provide staff direction; however, no action may be taken.

9. **Charro Ranch Park**
Commissioners Fushille & Fougerat
10. **Dripping Springs Ranch Park Committee**
Commissioner Boatright
11. **Founders Memorial Park Committee**
Commissioners Barnard & Wright
12. **Rathgeber Natural Resource Park**
Commissioners Caldwell, Fushille & Fougerat
13. **Sports & Recreation Park Committee**
Commissioners Cloutier & Krueger
14. **Veterans Memorial Park Committee**
Commissioner Caldwell

CLOSED SESSION

The Commission has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

UPCOMING MEETINGS

Parks & Recreation Commission Meetings

June 20, 2024, at 6:00 p.m.
 July 17, 2024, at 6:00 p.m.
 August 21, 2024, at 6:00 p.m.

City Council Meetings

May 21, 2024, at 6:00 p.m.
 June 4, 2024, at 6:00 p.m.
 June 18, 2024, at 6:00 p.m.
 July 2, 2024, at 6:00 p.m.

ADJOURN

A motion was made by Commissioner Cloutier to adjourn the meeting. Vice Chair Fougérat seconded the motion which carried unanimously 7 to 0.

This regular meeting adjourned at 8:23 p.m.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrew Binz, Parks and Community Services Director

**Parks & Recreation
Commission Meeting
Date:** June 20, 2024

Agenda Item Wording: Discuss and consider a recommendation to negotiate a professional services agreement with Half for the procurement of the Parks, Recreation & Open Space Master Plan update.

Agenda Item Requestor: Andrew Binz

Summary/Background: The 2014 - 2024 Parks, Recreation & Open Space Master Plan was approved by City Council in March of 2015 and is due to be updated. A Request for Qualifications was advertised in February 2024 and nine firms submitted Statements of Qualifications (SOQs). All nine SOQs were scored by city staff and two firms were selected for an interview. An interview panel of city staff and a Parks & Recreation Commissioner conducted the interviews and a recommendation to negotiate a professional services agreement with Half for the procurement of the Parks, Recreation & Open Space Master Plan update was determined.

**Staff
Recommendations:** Approve the recommendation to City Council to negotiate a professional services agreement with Half for the procurement of the Parks, Recreation & Open Space Master Plan update.

Attachments: PCS Park, Recreation & Open Space Master Plan RFQ
 Half Statement of Qualifications

Next Steps/Schedule: Place this item on the July 2nd City Council agenda for approval.



**City of Dripping Springs, Texas
Parks, Recreation, & Open Space Master Plan
Request for Qualifications**

The City of Dripping Springs is seeking qualifications from professional landscape architect/engineering and technical service firms with experience in the parks and recreation industry to provide a comprehensive Parks, Recreation, and Open Space Master Plan.

The Applicant awarded the contract is referred to herein as “the Consultant.”

Sealed Statements of Qualifications marked “City of Dripping Springs Parks, Recreation, and Open Space Master Plan” must be submitted in one (1) original, five (5) copies, and one (1) electronic copy (in PDF format) by email and shall be delivered to:

**City of Dripping Springs, Texas
Attn: Andrew Binz, Parks and Community Services Director
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620**

The sealed STATEMENTS must be in a standard statement of qualifications format, and each statement must include a response to each item in the RFQ in the order given.

Qualifications are due on **April 23, 2024, at 3 p.m.** RFQs will be opened by City Staff at that time. Submittals will become public, as required by the Public Information Act, after the contract is awarded and executed. This Request for Qualifications includes the proposed contract terms/conditions, and a detailed scope-of-work.

If additional information is requested, please email questions to Andrew Binz, Parks and Community Services Director, at abinz@cityofdrippingsprings.com with “**City of Dripping Springs Parks, Recreation, and Open Space Master Plan**” in the subject line. RFQs may be viewed online at the City’s website at www.cityofdrippingsprings.com/requestforbids.

THE DEADLINE FOR SUBMITTING STATEMENTS OF QUALIFICATIONS
IS April 23, 2024.

Please clearly mark the outside of your sealed envelope as “Statement of Qualifications for Parks, Recreation, and Open Space Master Plan RFQ.” STATEMENTS OF QUALIFICATIONS MAY NOT BE FAXED. Statements of Qualifications received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Dripping Springs is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any submittal in the City Hall shall be the official time of receipt.

The Statement of Qualifications filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with the City.

Schedule of Events:

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Qualifications	February 8, 2024
RSVP for Optional Pre-Submittal Conference Due	March 6, 2024
Optional Pre-Submittal Conference*	March 26, 2024
Last Day for Applicants to Submit Written Questions	April 5, 2024
Answers Provided	April 16, 2024
Statement of Qualifications Due Date	April 23, 2024

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the Parks and Community Services Director and requested a copy of this RFQ.

*Attendance of the pre-submittal meeting is not mandatory; however, it is highly recommended as the preferred method of asking questions and receiving information.

REQUEST FOR QUALIFICATIONS – PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

Community and Project Background:

Dripping Springs is a thriving and growing city in northern Hays County just west of Austin. The current population is 7,057 within the city limits (July 2022 estimate). With beautiful open spaces and friendly faces, we are your first adventure into the Texas Hill Country. We are one of the fastest growing cities in Texas, yet we maintain that wonderful Texas friendliness and small-town community feel that continues to draw visitors, residents, and businesses. We are rich with history that is wonderfully combined with amazing parks, recreation, shopping, live music, craft breweries, wineries, and more. We were the first city in Texas – and the sixth one in the world – to be designated as an International Dark Sky Community, a unique distinction we work diligently to maintain. Along with our beautiful night skies, other distinctions include being the Wedding Capital of Texas, and a Film-friendly and Music-friendly community. In February of 2022, Dripping Springs was also designated as a Bird City Texas community. All of this combines to make Dripping Springs one of the best places to live, work, and play in Texas.

Parks & Community Services:

The City of Dripping Springs created the Parks & Community Services Department (PCS) to foster community by preserving parks and open spaces, to connect people with our rich natural resources and cultural history, and to offer engaging programs and events.

With more than 570 acres of parkland that serves approximately 25,000 residents in Dripping Springs and its surrounding communities, PCS oversees parks, facilities, events, and activities. The park system includes the premier 110-acre Dripping Springs Ranch Park and Event Center, the historic 33-acre Founders Memorial Park, the 65-acre Charro Ranch Park, and the 40-acre Dripping Springs Sports and Recreation Park. Along with the recently added 300-acre Rathgeber Natural Resource area, PCS currently maintains more than ten miles of trails for hikers, cyclists, and horseback riders. The system features athletic fields, volleyball, and basketball courts, play structures, primitive camping, and the Founders Memorial Park Pool. In the summer of 2024, a 9,000 square foot skatepark will be added to Founders Memorial Park. Both Dripping Springs Ranch Park and Charro Ranch Park feature bird blinds and education about native flora and fauna to foster nature immersion.

PCS events include Rodeos and Equestrian Events, Western Wonderland Ice Skating, Merchant Conventions and Shows, Christmas on Mercer, and the Founders Day Festival that celebrates the rich history of Dripping Springs. Activities include Coyote Kids day camp, Tween Scene, Skate Night, Star Parties, Family Campouts, and Movie Nights, as well as a variety of educational activities, and the weekly Farmers Market has been named best-in-Texas in three of the last six years.

Goals:

The City of Dripping Springs Parks & Community Services Department is soliciting professional consulting services in the creation of an updated, comprehensive Parks, Recreation, and Open Space Master Plan for 2024-2034. This project is intended to serve as a guide for policy decisions; prioritizing and balancing demands and opportunities; and providing a framework for evaluating future land acquisitions, park improvements, and other expenditures of public funds for parks and recreational activities.

The outcome of the Parks, Recreation, and Open Space Master Plan will be a long-range plan for park improvements that will enable multi-year planning for capital investments to occur. The plan will also guide development of shared programming and educational opportunities and identify new and expanded locations for providing services in partnership with the educational community and the arts community. The plan will align new investments with a strong community-driven mission and vision that integrates Dripping Springs' strong pursuit of parks, recreation, the arts, and environmental education.

The Parks, Recreation, and Open Space Master Plan should be developed under working knowledge of several other plans completed within the city, including:

- 2011 Charro Ranch Park Master Plan;
- 2014 Parks, Recreation, and Open Space Master Plan;
- 2016 Dripping Springs Comprehensive Master Plan;
- 2017 Dripping Springs Ranch Park Master Plan;
- 2018 Founders Memorial Park Master Plan;
- 2020 City Wide Trail Plan;
- 2021 Transportation Master Plan; and
- 2024 Dripping Springs Comprehensive Master Plan Draft– Reimagine Dripping Springs Initiative.

Scope of Services:

- Integrate Commission for Accreditation of Park and Recreation Agencies (CAPRA) objectives, methods, and standards into the Master Plan where applicable, and make recommendations on actions with the goal of achieving CAPRA certification.
- Conduct a community-wide (City and ETJ), quality-based, and statistically valid survey to gather information from a valid representative random sample of the community.
 - Conduct a minimum of 10 focus group interviews.
 - Facilitate 5 outreach/pop-up sessions with residents.
- Establish a Mission Statement, Goals and Objectives, and a Vision Statement for the Parks & Community Services Department.

- Compile an inventory of existing City of Dripping Springs parks, facilities, recreational programs, services, and amenities.
 - Compile an inventory of existing park and recreation facilities, programs, and services within the service area provided by the DSISD and other alternative public, private, and non-profit providers.
 - Provide a comparative analysis of similar communities.
- Provide a Needs Assessment based on the inventory, analysis, and the community's desires and needs.
 - Provide and prioritize a comprehensive list of improvement, expansion, or replacement projects for existing park and recreation sites.
- Provide a Recreation and Leisure Trends analysis.
- Provide a Strategic Plan to support the goals and objectives, priorities and initiatives of the Parks & Community Services Department and implement the Parks, Recreation, and Open Space Master Plan.
 - The Strategic Plan should include the following:
 - Cost recovery models for park amenities, buildings, facilities, and recreational programs.
 - Identify new and long-term funding sources.
- Review and provide recommendations for the acquisition of lands for park, recreation, conservation, and historical-cultural purposes.
 - Review and provide recommendations on the Parkland Dedication and Development Ordinance including a comparison of fees with similar cities.
 - Identify potentially available land for acquisition based on the 2024 Comprehensive Master Plan.
- Provide Level of Service Standards for the provision of land, facilities, and services within the City of Dripping Springs.
 - Examples include but are not limited to:
 - Number of facilities per resident;
 - Facilities available within a designated travel distance and travel time;
 - Percent of population that have a park within a 10 – minute walk; and
 - Percent of parkland connected to the trail network.

Add Alternatives:

- Provide Parks Maintenance and Operations Management Standards.
 - Define appropriate maintenance levels for park amenities such as athletic fields/courts, skatepark, aquatic facility, playgrounds, and open space.
 - Maintenance equipment life cycle analysis and replacement schedules.
 - Staffing levels.
 - Financial Analysis.

- Provide a One Page Master Plan and Conceptual Plans for the following parks:
 - Founders Memorial Park;
 - Dripping Springs Sports & Recreation Park;
 - Dripping Springs Ranch Park; and
 - Arrowhead Ranch Park.
- Update Trails Maps and Provide a Cohesive Design for the following parks.
 - Charro Ranch Park;
 - Dripping Springs Ranch Park;
 - Dripping Springs Sports & Recreation Park; and
 - Founders Memorial Park.
- Provide a Natural Resource Management Plan
 - Create environmental protection procedures for the following:
 - Erosion Control;
 - Wildlife and Habitat Preservation; and
 - Protection of water supply reservoirs and water recharge areas.
 - Update or provide Tree Surveys of all park properties.
 - Incorporate Bird City and Dark Sky Community requirements.
- Historical & Cultural Resource Management Plan
 - Provide an inventory of historical and cultural resources and how they will be managed.

Submission Requirements:

Statement of Qualifications should include a concise description of all project experiences as they relate to the scope of services outlined above and must clearly exhibit the consultant's expertise and success in developing Master Plans for municipalities with size and demographics similar to Dripping Springs. The following are specific requirements for the submittal, but additional relevant information may be submitted for consideration.

1. Brief overview of the firm, including number of technical and support staff.
2. List of master plans completed over the past 5 years that are similar to the proposed project.
3. Identify the key project management personnel, their roles and responsibilities for this project, qualifications, and experience (resumes).
4. Identify any outside consultants to be used and provide the information requested in item #3 for anyone who would be contracted to assist with this project.
5. Describe your firm's process, planning methodology, and approach for the project and how it will accomplish the scope of services requested. Include a proposed timetable in calendar days for each phase of the project and total time for completion.

6. Describe your knowledge of, and experiences with, the City of Dripping Springs, including previous work completed and understanding of current needs and challenges related to quality-of-life issues in the community.
7. Describe any additional experience, philosophy, approach, or awards received that would demonstrate your firm's unique ability to perform the work requested. Specialties and strengths of your firm should be emphasized along with a statement of why your firm should be selected.
8. Submit a statement of the firm's current combined insurance coverage.
9. Submit 5 bound copies and one electronic copy of your proposal.

The qualifications will be reviewed by staff to ensure all criteria have been met.

Selection Criteria:

Candidates will be reviewed and possibly interviewed by members of the City Council, Parks & Recreation Commission, and staff. Selected firms will advance for a final presentation and interview with members from City Council, Parks and Recreation Commission, and staff.

The selection will be based on the evaluation of the Statement of Qualifications submitted, and the interviews, if they are held. The City will evaluate the submitted Statements of Qualifications and interviews based on, but not limited to, the following criteria, with the maximum possible points allowed for each.

The City will follow Federal and State law including Chapters 171 and 176 of the Texas Local Government Code and Article 2.02 of the City of Dripping Springs Code of Ordinances.

Each Qualification will be evaluated using the following criteria:

- Experience and credentials of firm and project team. (25 Points)
- Demonstrated successful completion of similar projects. (25 Points)
- Quality of qualifications and overall project understanding and approach. (20 Points)
- Knowledge of Dripping Springs' current needs and challenges. (15 Points)
- Completeness of the information provided. (15 Points)

Total: 100 Points

General Requirements:

A. Independent Consultant or Consultants

The selected Consultant or Consultants shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

- B. General Liability Insurance/Professional Liability – See attached “City of Dripping Springs Contractor Insurance Requirements.”
- C. Conflict of Interest Affidavit as required by Chapter 176.
- D. Certificate of Interested Parties (1295) as required by Section 2252.908 of the Texas Government Code.

Proposal Submittal Deadline and Selection Process:

- A. The deadline for submission is April 23, 2024, at 3:00 p.m., and must be received at the City of Dripping Springs City Hall (511 Mercer St.). Qualifications should be delivered and be in a sealed envelope or box marked “Parks, Recreation, and Open Space Master Plan RFQ”.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 3:00 P.M. WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

- B. One (1) Original and five (5) copies and one (1) electronic copy (in PDF format) emailed, of the Statement of Qualifications are required.
- C. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the Director of Parks and Community Services, has received Qualifications. Any Qualifications received after the deadline will not be accepted.
- D. Opening of Statements of Qualifications will begin at 3:10 p.m. at Dripping Springs City Hall.

Award:

1. The City reserves the right to reject any or all Applicants.
2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.
3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into

negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the City.

Omissions & Questions:

Should this solicitation fail to contain sufficient information in order for interested Applicants 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 Applicant may in writing request clarification from the Director of Parks and Community Services no later than 10:00 am on April 5, 2024. The interested Applicant shall email a copy of the written clarification request to the Director of Parks and Community Services Andrew Binz, abinz@cityofdrippingsprings.com. Questions and answers of a substantial nature will be addressed in an addendum, posted on the City's website for all interested parties.

Pre-Submittal Conference*:

Date: Tuesday, March 26, 2024
 Time: 1:00 p.m.
 Location: City of Dripping Springs City Hall
 511 Mercer St.
 Dripping Springs, TX 78620

*Attendance of the pre-submittal meeting is not mandatory; however, it is highly recommended as the preferred method of asking questions and receiving information.

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm 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 thirty (30) 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 Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverage shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Professional Liability minimum limits of \$1,000,000.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 combined single limit.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrew Binz, Parks and Community Services Director

**Parks & Recreation
Commission Meeting
Date:** June 20, 2024

Agenda Item Wording: Discuss and consider a recommendation to City Council to approve a contract with Elk Ridge Mowing to provide grounds maintenance within the city parks system.

Agenda Item Requestor: Andrew Binz

Summary/Background: The current contract with Elk Ridge Mowing was approved by City Council in June of 2021 and is set to expire at the end of September 2024. The city advertised a Request for Bids in April 2024 and received three bids. Elk Ridge Mowing was selected based on price, reputation, quality of work and equipment.

**Staff
Recommendations:** Approve the recommendation to City Council to approve a contract with Elk Ridge Mowing to provide grounds maintenance with the city parks system.

Attachments:

- 2024 PCS Mowing Contract
- 2024 PCS Mowing Contract Bid with Exhibits
- Elk Ridge – DS Ground Maintenance Bid 2024-2025
- Mowing Bid Totals

Next Steps/Schedule: Place this item on the July 2nd City Council agenda for approval.

GROUND MAINTENANCE AGREEMENT

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

a. **City Properties:** Charro Ranch Park, Founders Memorial Park, Sports and Recreation, Dripping Springs Ranch Park, Founders Park Road, and additional properties as assigned.

b. **Trash and Litter:** shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape.

ARTICLE II. SCOPE OF WORK

Work under this Agreement shall consist of specific grounds maintenance activities at the City Properties ("Work") as shown in the exhibits including the maintenance requirements in Schedule "A" of this Agreement. The City Properties to be maintained are shown in the maps in Schedule "B" of this Agreement **but excluding any "bid alternate" areas shown in green unless otherwise agreed by the parties in writing**. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard surfaces. The Contractor shall mow the City Properties in accordance with a mowing schedule described in Schedule "E" of this Agreement.

ARTICLE III. PERFORMANCE

A. Contractor's Duties

1. Maintenance. Contractor shall remove litter, mow grass, blow debris as specified in the Maintenance Requirements (attached and incorporated as Schedule "A" Maintenance Requirements) during maintenance of the City Properties.

2. Equipment. Contractor, at its sole expense, shall provide all necessary equipment to conduct the Maintenance required under this Agreement in an efficient manner.

3. Hazardous Conditions. The Contractor shall notify the City Administrator immediately of any hazardous conditions and/or damage to City property.

4. Supervision of Work Crew. Contractor shall provide supervision of Contractor's work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.

5. Completion of Work. The Contractor shall complete the Work within a minimum of three (3) continuous days, or less, once the work begins. Equipment shall only be brought to the site the day the Contractor starts work and shall only be left on site if the crews are returning the next day. Upon completion of Work the equipment must be removed from site. In the event Work cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City Administrator.

6. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. The rates for the work must not exceed the rates per cycle in the Bid Form (Schedule "F"). The invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles (e.g., 6/1-6/14), project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Contractor shall submit a properly completed invoice to the City.

7. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Agreement. Contractor shall, at its sole expense, maintain during the full term of this Agreement, insurance coverage with limits not less than those provided in this Agreement with insurers licensed to do business in the State of Texas and acceptable to the City. Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. The Contractor's insurance policy shall be endorsed to include the City as an additional insured, and the Certificate of Liability shall be submitted to the City at least ten (10) days prior to commencing work. The insurance coverages shall be as shown in Schedule "C".

B. City's Duties

1. **Payment.** After a properly completed invoice is received and the work is complete and acceptable to the City, and such acceptance shall not be unreasonably withheld, City shall remit payment to Contractor within thirty (30) days.

2. **Inspection and Acceptance.** City may monitor the Contractor's activities and ensure the work is performed in accordance with this Agreement. The City shall record, process and submit all pertinent information to the Agreement file for determination of termination of contract.

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

ARTICLE IV. MISCELLANEOUS PROVISIONS

1. **Assignment.** Neither the City nor the Contractor shall assign any interest in this Agreement without the prior written consent of the other party.

2. **Amendment.** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.

3. **Termination.** The City or the Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of the City and the Contractor.

4. **Relationship of Parties:** It is understood by the parties that Contractor and its employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees. The City may contract with other individuals for firms for landscaping or grounds maintenance.

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

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

7. **Term.** The term of this Agreement shall be for one (1) year to commence on October 1, 2024 and ending on September 30, 2025. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.

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

If to the City:

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

If to the Contractor:

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

9. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176).

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

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

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

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

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

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

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

CITY OF DRIPPING SPRINGS:

ELK RIDGE CONSTRUCTION, LLC:

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENTS:

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

E-1: Founders Memorial Park

E-2: Sports and Recreation Park

E-3: Dripping Springs Ranch Park

E-4: Charro Ranch Park

Schedule "F" Contractor Bid

Schedule “A” Scope of Work

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

a. DEFINITIONS:

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

“MAINTAIN” shall mean the tasks and time periods established by the City for the mowing season within which all prescribed maintenance activities for each area shall be completed.

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

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

“CONCURRENT” shall refer to all mowing, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must have litter removed the same day the mowing occurs and, and mowed grass shall be blown or swept off of all curbs, gutters, sidewalks, trails and other hard surfaces.

“MAINTENANCE AND BILLING CYCLE” shall refer to each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date during which, all prescribed maintenance activities for each area shall be completed.

“INCLEMENT WEATHER” shall mean rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be accomplished safely, or satisfactorily that is, in a manner that will not “rut up” or cause any damage to the turf.

“TRASH AND LITTER” shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in

diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, creeks, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter. Any illegal dumping should be reported to the City. An illegal dump site will be defined as a pile of debris larger than 3 cubic yards or about the size of a refrigerator.

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

“HEIGHT OF CUT” shall refer to the setting of mowing equipment to cut grass to a height of three (3) inches for project areas designated for 14-day and 30 day or more mowing cycles. The City may make changes in the height requirements. Contractor shall be responsible for any damages resulting from mowing below the height stated above or when turf is damaged, e.g., scalping occurs. Damage to turf may result in contract termination.

“CLUMPED GRASS CLIPPINGS” shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned, reversing directions.

“CITY PARKS” City of Dripping Springs Charro Ranch Park, Founders Memorial Park, Sports and Recreation Park, and Dripping Springs Ranch Park as outlined in maps in *Schedule “B”* **but excluding any “bid alternate” areas shown in green unless otherwise agreed by the parties in writing.**

b. GROUPS MAINTENANCE AND TRIMMING:

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

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

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

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

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

d. EDGING:

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

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

- i. All concrete sidewalks, trails, curbs, walking paths and steps must be mechanically edged exposing concrete surface.
- ii. The Contractor may use a disc edger on a mower or similar device to edge medians so long as the produced edge meets the standard set forth, above.
- iii. All material dislodged by edging shall be removed from the site or blown back onto grass areas so as to leave a clean appearance.
- iv. Concrete sidewalks shall be edged on both sides.

e. SWIMMING POOLS:

- i. If the Contractor fails to use grass-catching equipment, the Contractor shall pay the City's actual costs to clean up the site.
- ii. Edging shall be done to keep clippings out of water features. Clippings and trash must be removed ensuring that none gets into water features.

f. PONDS, LAKES, AND CREEKS:

- i. Contractor will use care when mowing or edging around lakes, ponds, and creeks.
- ii. Grass must be directed away from water but does not have to be caught or removed from area.
- iii. Contractor will pay the City's actual costs of repairing damage and clean up arising from failure to comply with this section.

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

h. SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews while performing work under this contract. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

i. ORNAMENTAL TREE AND SHRUB TRIMMING: Only ornamental trees and shrubs in planting beds will be maintained, unless specifically identified elsewhere in this bid package. Trimming and pruning shall be accomplished during the normal mowing season to promote healthy, disease-free trees and shrubs. Ornamental shrubs and bushes shall not be trimmed or pruned until after they have finished flowering. All hedges shall be pruned per the contract during the year to maintain an attractive, uniform appearance.

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

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

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

2.0 SPECIAL CONTRACT REQUIREMENTS

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

3.0 INSPECTION AND ACCEPTANCE

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

4.0 PAYMENT

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

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

A properly prepared invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles i.e. 6/1-6/14, project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices may result in delayed payments, as they shall be returned to the Contractor for correction and re-submittal.

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

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

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

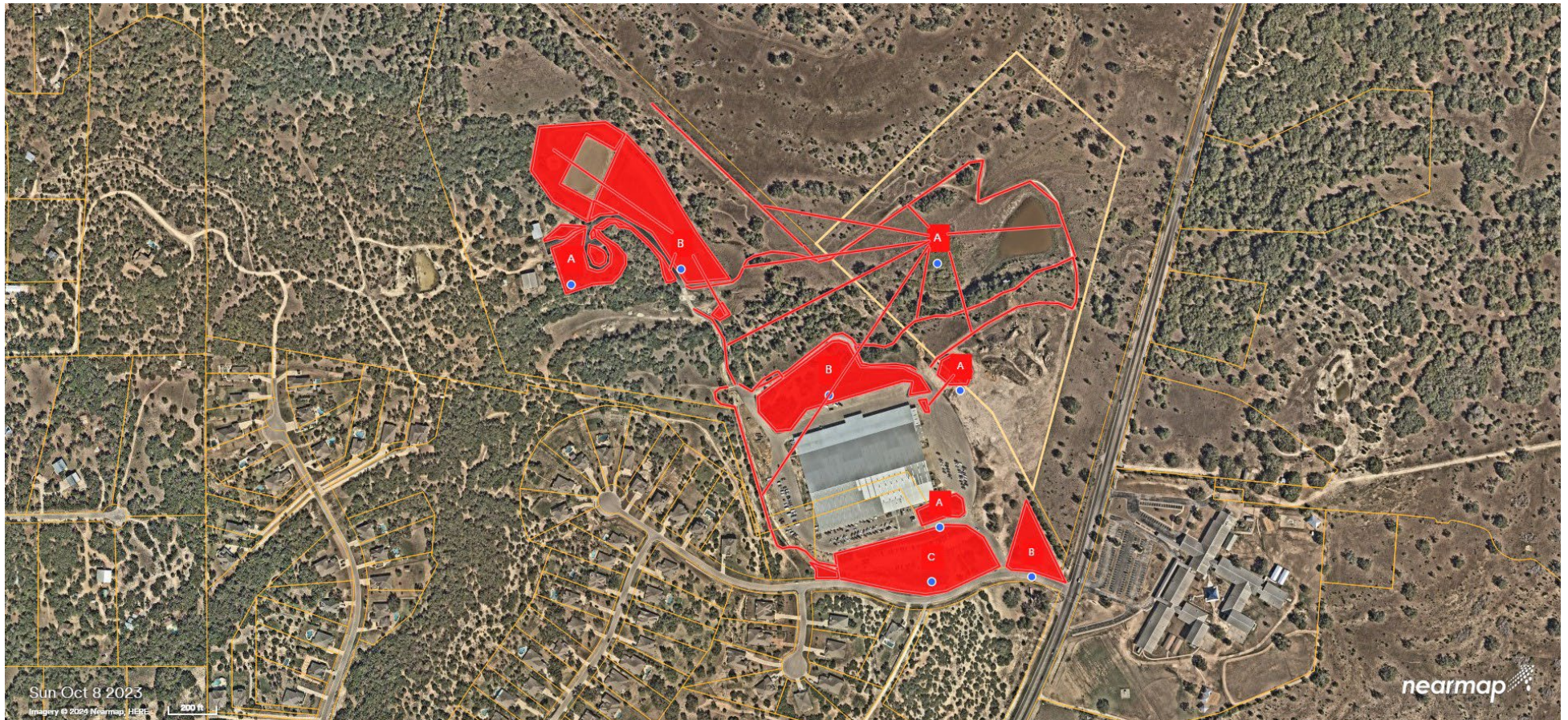
NOTE: FAILURE TO MEET THE CONTRACT REQUIREMENTS ON MORE THAN ONE OCCASION WITHIN THE PRESCRIBED MAINTENANCE SCHEDULE MAY RESULT IN THE TERMINATION OF THE CONTRACT.

DRAFT

Item 3.

Schedule "B-1"

Dripping Springs Ranch Park
1042 Event Center Dr.

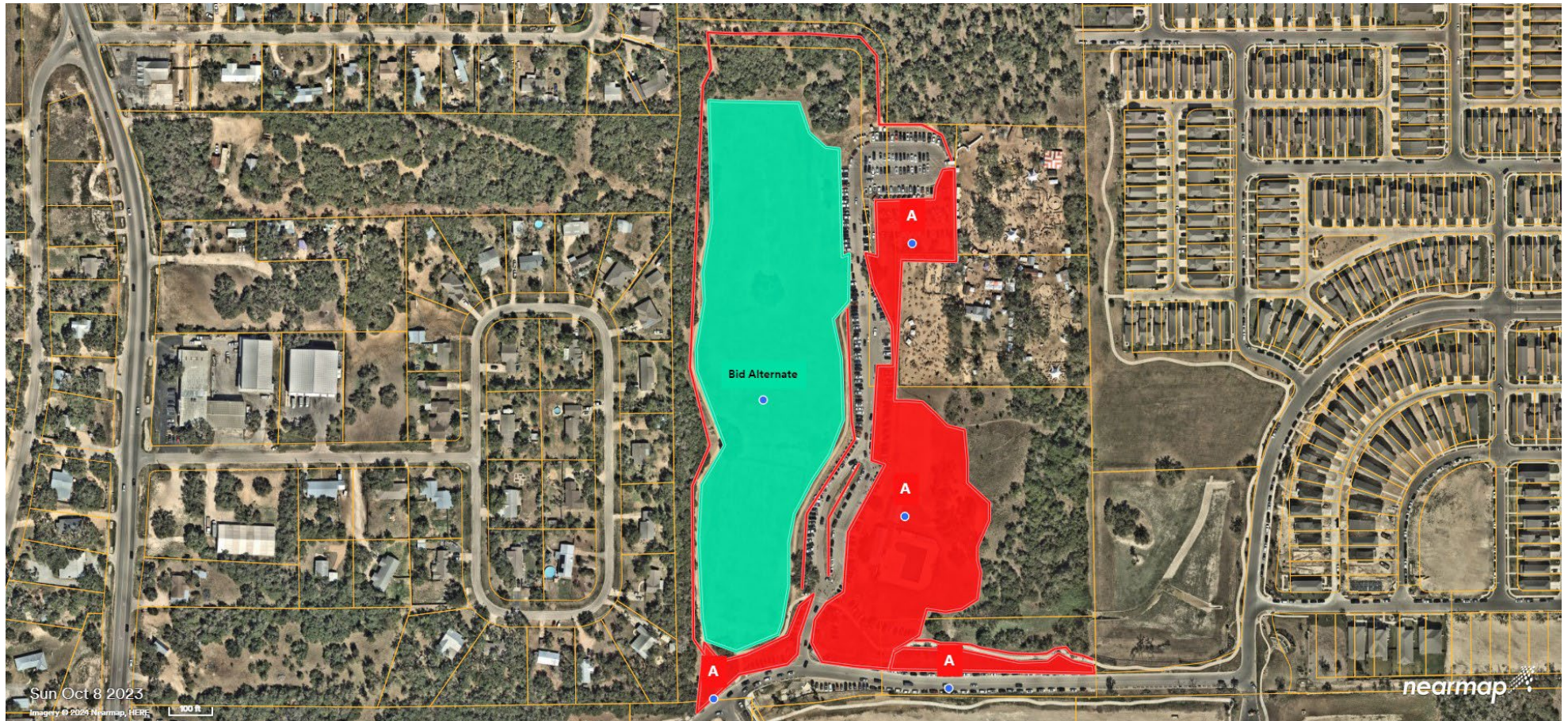


DRAFT

Item 3.

Schedule "B-2"

Founders Memorial Park
419 Founders Park Rd.



DRAFT

Item 3.

Schedule “B-3”

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



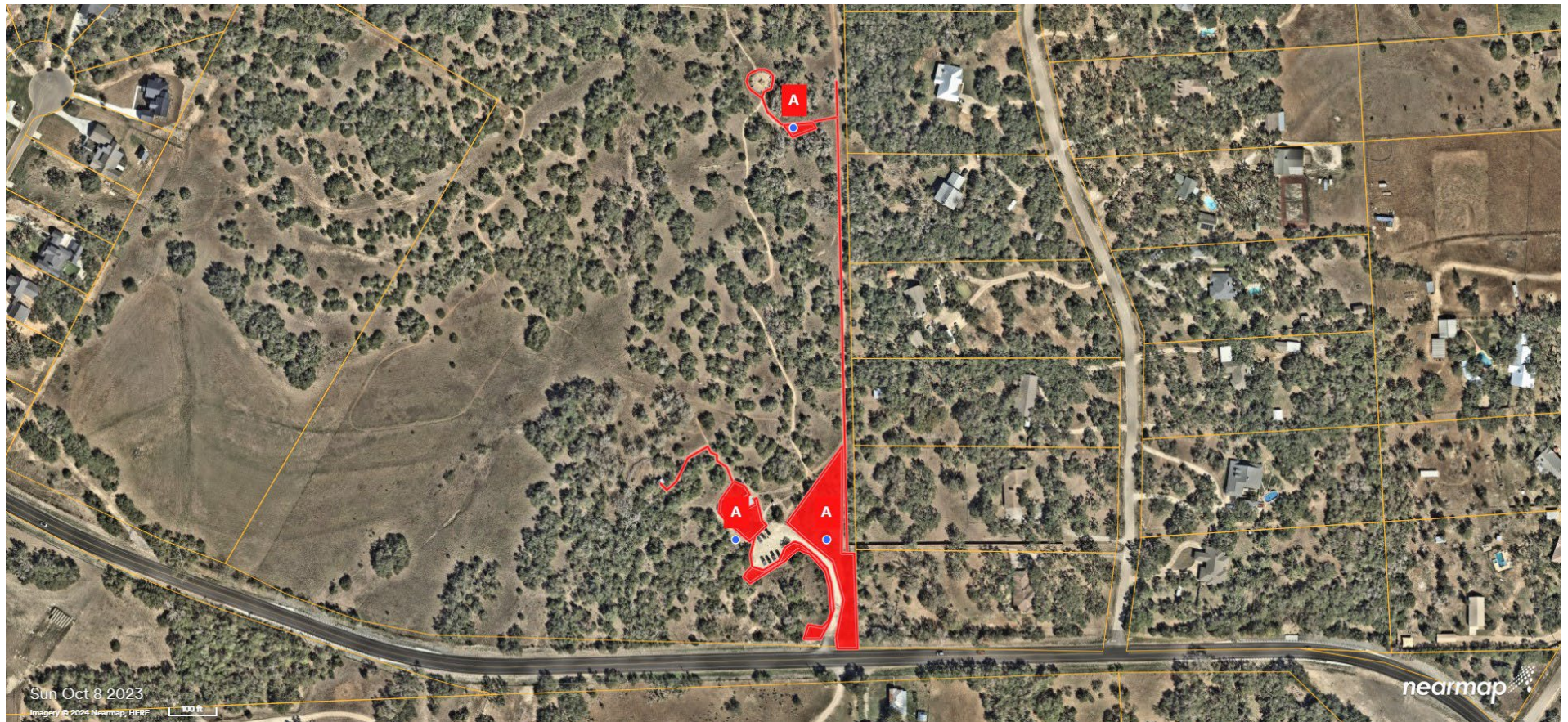
DRAFT

Item 3.

Schedule “B-4”

Charro Ranch Park

27148 Ranch Road 12 Dripping Springs, TX



Schedule "C" Insurance Requirements

CITY OF DRIPPING SPRINGS CONTRACTOR'S INSURANCE REQUIREMENTS

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

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

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

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

Type of Contract Type and Amount of Insurance

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

Grounds Maintenance Requirements **Founders Memorial Park - 419 Founders Park Road**

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

FMP "A"

Park Entrance, Park Road, Playscape, and Trails and Common Areas

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

1. Park Entrance

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

2. Park Road

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

3. Playscape Structure and Surface

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

4. Trails

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

5. Common Areas, Park Trail,

- **Common Areas Around Multi-Purpose Fields**
 - Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of DSYSA.
 - Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.
- **Common Areas Around Pound House Museum, Pavilion, and Playscape**
 - Maintain common areas surrounding the Pound House Museum (outside fence), swimming pool (inside and outside), park pavilion and playscape.
- **Park Trail (.71 miles)**
 - Maintain six (6) feet either side of trail(s), where terrain permits. Trails to be weed free.

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.

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

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

SRP "A"

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

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

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

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

1. Park Trails and Park Road

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

2. Basketball Court, Volleyball Court, Fitness Stations

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

3. Picnic Areas

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

4. Concession/Restroom Buildings

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

5. Common Areas

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of Dripping Springs Youth Sports Association and fields managed by DSISD.
- Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.

6. Playscape Structure and Surface

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

7. Adult Softball Fields Perimeter

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

DRAFT

Item 3.

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 invoice

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

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

DSRP "A"

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

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

DSRP "B"

1. Playscape, Park Sign, and Outdoor Arena

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

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

DSRP "C"

1. Slope adjacent to the Event Center

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

Fire Ant Control

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

Grounds Maintenance Requirements Charro Ranch Park - 22690 W. FM 150.

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

CRP "A"

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

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

2. Park Entrance/Parking Lot

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

3. Park Trails, Bird Viewing Area, Solstice Circle, and Cross Country Trail

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

4. Cross Country Trail

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

5. Trail Signs, Picnic Areas, Park Furniture

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

Fire Ant Control

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

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

DRAFT

Item 3.

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

CITY PARKS			
Charro Ranch Park "CRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas			
<i>Maintain areas shown on 30 day cycle during the first week of March, April May, June, September, and first or second week of December; and/or on a per cycle basis according to map or as directed by City Staff.</i>	6	\$ 300.00	\$ 1,800.00
Cross Country Trail			
<i>Mow on a 30 day cycle during March, June, September and last week of November or as directed by City Staff.</i>	4	\$ 300.00	\$ 1,200.00
Fire Ant Control along trails and bird blind area	12	\$ 20.00	\$ 240.00
Sub-Total Charro Ranch Park Base Bid			\$ 3,240.00



DRAFT

Item 3.

Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball Court, Volleyball Court, Fitness Station, Park Road, Concessions /Restroom Buildings			
<i>Maintain all areas on 14 day cycle during the months of April, May, June and July; include weed control and raking the VB court. (8 Cycles)</i>	8	\$ 500.00	\$ 4,000.00
<i>Maintain all areas once per month (on 30 day cycle) during the first week of February, March, July, September, October and first or second week of December and/or as directed by City. (6 cycles)</i>	6	\$ 500.00	\$ 3,000.00
SRP Playscape			
<i>Mow, trim, remove clippings and rake playground mulch monthly.</i>	12	\$ 90.00	\$ 1,080.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	12	\$ 20.00	\$ 240.00
Adult Softball Fields Perimeter			
<i>Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower once per month (on a 30 day cycle) in October, November, December, January and February, 14 day cycle in March, April, May, June, July, August and September. (19 Cycles).</i>	19	\$ 390.00	\$ 7,410.00
Sub-Total Sports and Recreation Park Base Bid			\$ 15,730.00
<i>Bid Alternate</i> – Maintain infields on the baseball field, softball field and two adult softball fields. Infields must have a uniform surface (including batters box and pitchers mounds) and are free of lips, holes, and trip hazards. Infields are free of weeds, grass, rocks, dirt clods and debris. Dragging of all infields to take place 3 times a week (Monday, Wednesday and Friday) March through May and September through November. (6 months @ 4 weeks @ 3 days/week = 72 cycles)	72	NOT BIDDING	NOT BIDDING
Dragging of all infields to take place 1 time a week (Friday) December through February and June through August. (6 months @ 4 weeks @ 1 day/week = 24 cycles) Pitcher mounds are repaired and re-build on an as needed basis.			

DRAFT

Item 3.

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

Rye

DRAFT

Item 3.

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



DRAFT

Item 3.

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

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





**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 a flash drive shall be delivered to the City of Dripping Springs, City, 511 Mercer St, Dripping Springs TX 78620, at or before: 4:00 PM on Thursday May 9, 2024, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

NOTICE TO BIDDERS

Contractor shall provide all necessary labor, material, and equipment to provide grounds maintenance services for the City of Dripping Springs starting on or about October 1, 2024, and ending on or about September 30, 2025, and subsequent renewal periods in strict accordance with the terms, conditions, and provisions of this solicitation.

Sealed bids addressed to the City of Dripping Springs, 511 Mercer Street, Dripping Springs, 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 are required to attend a tour of the City Parks on **10 a.m. on Thursday, April 25, 2024 meeting at Dripping Springs Ranch Park**. If interested in participating in the tour, please contact Andrew Binz, Parks and Community Services Director by 4:00 p.m. on Thursday, April 18, 2024 at abinz@cityofdrippingssprings.com. 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 ***Schedule "B" to Exhibit "A"*** 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 ***Schedule "F" to 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.

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

1.0 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, as demonstrated by the Contractor's verifiable history of providing goods or services comparable to those proposed in response to this Request for Bids, including any optional or alternate forms of bid;
- (d) the extent to which the services meet the City's needs;
- (e) the Contractor's past relationship with the City;
- (f) the total long-term cost to the City to acquire the bidder's goods or services; and
- (g) 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: Schedule "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.

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

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 Andrew Binz, Parks & Community Services Director, no later than **April 30, 2024** prior to the required time and date for sealed bid proposal submission. The interested contractor shall email a copy of the written clarification request to the Parks & Community Services Director, Andrew Binz, at abinz@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

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

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

E-1: Founders Memorial Park

E-2: Sports and Recreation Park

E-3: Dripping Springs Ranch Park

E-4: Charro Ranch Park

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/CIQ.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 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.

5.0 COST OF DEVELOPING SEALED BIDS

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

Attachments:

Exhibit "A" Example Agreement

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

- E-1: Founders Memorial Park
- E-2: Sports and Recreation Park
- E-3: Dripping Springs Ranch Park
- E-4: Charro Ranch Park

Schedule "F" Base Bid and Bid Alternates

EXHIBIT “A”

Example Agreement

AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND CONTRACTOR

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

a. City Properties: Charro Ranch Park, Founders Memorial Park, Sports and Recreation, Dripping Springs Ranch Park, Founders Park Road, and additional properties as assigned. *[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 **Schedule “A” of the attached Example Agreement**. The City Properties to be maintained are shown in the maps in **Schedule “B” of the attached Example Agreement**. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard

surfaces. The Contractor shall mow the City Properties in accordance with a mowing schedule described in **Schedule “E” of the attached Example Agreement.**

ARTICLE III. PERFORMANCE

A. Contractor’s Duties

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

B. City's Duties

1. **Payment.** After a properly completed invoice is received and the work is complete and acceptable to the City, and such acceptance shall not be unreasonably withheld, City shall remit payment to Contractor within thirty (30) days.
2. **Inspection and Acceptance.** City may monitor the Contractor's activities and ensure the work is performed in accordance with this Agreement. The City shall record, process and submit all pertinent information to the Agreement file for determination of termination of contract.
3. **Cancel Scheduled Mowing.** The City may cancel scheduled mowing cycles on a week-to-week basis. The Cancellation shall be based upon need, prevailing weather conditions, and available funding.

ARTICLE IV. MISCELLANEOUS PROVISIONS

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

NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

7. **Term.** The term of this Agreement shall be for one (1) year to commence on October 1, 2024 and ending on September 30, 2025. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.

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

If to the City:

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

If to the Contractor:

CONTRACTOR

9. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176).

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

The Contractor makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this agreement. As used in such verifications, "affiliate means an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this agreement, notwithstanding anything in this agreement to the contrary.

- (a) Not a Sanctioned Company. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions

regime relating to a foreign terrorist organization.

- (b) **No Boycott of Israel.** The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
 - (c) **No Discrimination Against Firearm Entities.** The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
 - (d) **No Boycott of Energy Companies.** The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
10. **Waiver of Contractual Right.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
 11. **City Consent and Approval.** In any provision of this Agreement that provides for the consent or approval of City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.
 12. **Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "shall include" means "shall include without limitation."
 13. **No Third Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than City and Owner.
 14. **Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.

15. **Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.
16. **Counterpart and Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
17. **Severability.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.
18. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

CITY OF DRIPPING SPRINGS:

CONTRACTOR

Michelle Fischer, City Administrator

Owner

ATTACHMENTS:

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

E-1: Founders Memorial Park

E-2: Sports and Recreation Park

E-3: Dripping Springs Ranch Park

E-4: Charro Ranch Park

Schedule "F" Contractor Bid

Schedule “A” Scope of Work

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

a. DEFINITIONS:

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

“MAINTAIN” shall mean the tasks and time periods established by the City for the mowing season within which all prescribed maintenance activities for each area shall be completed.

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

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

“CONCURRENT” shall refer to all mowing, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must have litter removed the same day the mowing occurs and, and mowed grass shall be blown or swept off of all curbs, gutters, sidewalks, trails and other hard surfaces.

“MAINTENANCE AND BILLING CYCLE” shall refer to each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date during which, all prescribed maintenance activities for each area shall be completed.

“INCLEMENT WEATHER” shall mean rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be accomplished safely, or satisfactorily that is, in a manner that will not “rut up” or cause any damage to the turf.

“TRASH AND LITTER” shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in

diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, creeks, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter. Any illegal dumping should be reported to the City. An illegal dump site will be defined as a pile of debris larger than 3 cubic yards or about the size of a refrigerator.

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

“HEIGHT OF CUT” shall refer to the setting of mowing equipment to cut grass to a height of three (3) inches for project areas designated for 14-day and 30 day or more mowing cycles. The City may make changes in the height requirements. Contractor shall be responsible for any damages resulting from mowing below the height stated above or when turf is damaged, e.g., scalping occurs. Damage to turf may result in contract termination.

“CLUMPED GRASS CLIPPINGS” shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned, reversing directions.

“CITY PARKS” City of Dripping Springs Charro Ranch Park, Founders Memorial Park, Sports and Recreation Park, and Dripping Springs Ranch Park as outlined in maps in *Schedule “B”*.

b. GROUPS MAINTENANCE AND TRIMMING:

- i. Contractor shall remove litter, mow, blow, and go, as specified during the mowing season as specified in specifications.
- ii. Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Failure to remove litter prior to mowing will result in the contractor being required to return to site and remove all new litter as well as all mowed litter. Any papers, cans, or bottles cut or broken, or found, during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.
- iii. Contractor shall maintain sharp blades on all mowing equipment to cleanly cut, not tear, the blades of grass. All grass shall be cut at a height of three (3) inches. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks and ruts from equipment. Turf shall be cut in a manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curbs, and gutters, parking lots, sidewalks, concrete pads, creeks, lakes, or ponds and/or onto adjacent properties. Any material so discharged shall be removed prior to leaving the project area. The Contractor shall dispose of all trash and litter at an off-site

- location procured by the Contractor at her/his sole cost and expense.
- iv. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely, where applicable. Special care shall be given to trimming around trees and the base of wooden sign posts so as not to inflict damage to the bark of the trees or base of posts. Trim guards should be used on line trimmers when working around trees and ornamental shrubs. All trimming shall be accomplished maintaining a cutting height of one (1) inch, depending on project area and cycle frequency. ALL TRIMMING MUST BE ACCOMPLISHED CONCURRENTLY WITH MOWING OPERATIONS. Trimming can be reduced by chemical edging, providing the Contractor has the appropriate State of Texas Pesticide Applicators licensing and with prior written approval of the City.
 - v. All vegetation in cracks, seams, and joints of paved areas such as sidewalks, curbs, gutters (two (2) feet out from the curb) and driveways shall be cut down to the pavement surface during the completion of each mowing cycle, where applicable. The use of herbicides to control such growth may be permitted with the prior written approval of the City and in accordance with all applicable State laws and regulations.
 - vi. Contractor shall use reasonable care to avoid damaging buildings, equipment and vegetation on City or any other public or private property. This includes, but is not limited to irrigation heads, valve boxes, sign posts, etc. The Contractor must assess the area to be mowed prior to starting and make necessary adjustments not to cut or damage irrigation heads, plant material, posts, etc. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall replace or repair the damage at no expense to the City. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.
 - vii. Trees and shrubs. No pruning of any tree shall be permitted, unless specified otherwise in these specifications. Trash and litter shall be removed from ornamental flower and planting beds during each mowing cycle. Mulch rings shall be reshaped prior to leaving project site when dislodged by mowing equipment. Severe damage to trees will result in replacement or compensation of trees by the Contractor. Failure to replace damaged trees shall be considered a breach of contract and Contractor shall be assessed for damages. Slight or moderate damage to trees will result in assessment of damages.

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

- i. The Contractor will check trees in the contract area before contract work begins, any damage will be noted in memo form with supporting documentation (picture of tree and location) and reported to the City. Examples include trees that have bark missing on sides/base of trunk

and/or exposed roots that exhibit injury from previous mowing or line trimming by others in areas that are to be commonly maintained by the Contractor. A check of all trees may be made at the end of the contract period by City staff. Damages shall be documented by memo to contract file and a copy of the memo provided to the Contractor, and may result in termination of the contract if damages are extensive or repetitive.

- ii. Contractor may have the option of replacement or payment for severely damaged trees at a location to be designated by City. Severe damage is defined as injury that threatens the viability of the tree (resulting in death of the tree) or severe damage that will result in the slow decline of the tree as interpreted by a certified arborist. Replacement shall be made on caliber inch per caliber inch basis with a minimum size of replacement tree of 2" in caliber. The contractor shall be responsible for the planting, watering, mulching and maintenance of replacement trees for a period of not less than 2 years. Any tree that does not survive the 2 year established period shall be compensated for by the contractor to City at a rate of \$100.00 per caliber inch.
- iii. Failure to replace or pay for damaged trees shall result in a breach of contract and the Contractor will be automatically assessed damages. Damages as described herein shall be deducted from payments otherwise due to the Contractor.
- iv. Cut grass and debris that falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, driveways or adjacent properties through the action of the work crew, shall be removed prior to leaving the project area.

d. EDGING:

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

- i. All concrete sidewalks, trails, curbs, walking paths and steps must be mechanically edged exposing concrete surface.
- ii. The Contractor may use a disc edger on a mower or similar device to edge medians so long as the produced edge meets the standard set forth, above.
- iii. All material dislodged by edging shall be removed from the site or blown back onto grass areas so as to leave a clean appearance.
- iv. Concrete sidewalks shall be edged on both sides.

e. SWIMMING POOLS:

- i. If the Contractor fails to use grass-catching equipment, the Contractor shall pay the City's actual costs to clean up the site.
- ii. Edging shall be done to keep clippings out of water features. Clippings and trash must be removed ensuring that none gets into water features.

f. PONDS, LAKES, AND CREEKS:

- i. Contractor will use care when mowing or edging around lakes, ponds, and creeks.
- ii. Grass must be directed away from water but does not have to be caught or removed from area.
- iii. Contractor will pay the City's actual costs of repairing damage and clean up arising from failure to comply with this section.

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

h. SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews while performing work under this contract. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

i. ORNAMENTAL TREE AND SHRUB TRIMMING: Only ornamental trees and shrubs in planting beds will be maintained, unless specifically identified elsewhere in this bid package. Trimming and pruning shall be accomplished during the normal mowing season to promote healthy, disease-free trees and shrubs. Ornamental shrubs and bushes shall not be trimmed or pruned until after they have finished flowering. All hedges shall be pruned per the contract during the year to maintain an attractive, uniform appearance.

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

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

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

6.0 SPECIAL CONTRACT REQUIREMENTS

CONTRACT DURATION FOR THIS NON-EXCLUSIVE AGREEMENT AWARDED THROUGH THIS BIDDING PROCESS SHALL BE FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL

ONE (1) YEAR PERIODS, PROVIDING THE CONTRACTOR'S PERFORMANCE IS ACCEPTABLE, THAT BOTH THE CITY OF DRIPPING SPRINGS AND THE CONTRACTOR AGREE, AND THAT THE COSTS DO NOT INCREASE BY A RATE GREATER THAN THE CHANGE OVER THE SAME PERIOD IN THE CONSUMERS PRICE INDEX (CPI-U) FOR ALL URBAN CONSUMERS, ALL ITEMS, U.S. CITY AVERAGE, NON-SEASONAL, AS PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS

7.0 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.

8.0 PAYMENT

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

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

A properly prepared invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles i.e. 6/1-6/14, project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices may result in delayed payments, as they shall be returned to the Contractor for correction and re-submittal.

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

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

DAMAGES: In the event a written claim for damages against the Contractor remains unsettled at the time payment for work on the project is pending, City is authorized to withhold from said payment, at City's discretion, the amount of said claim, unless the Contractor shall submit written evidence satisfactory to City that the claim has been

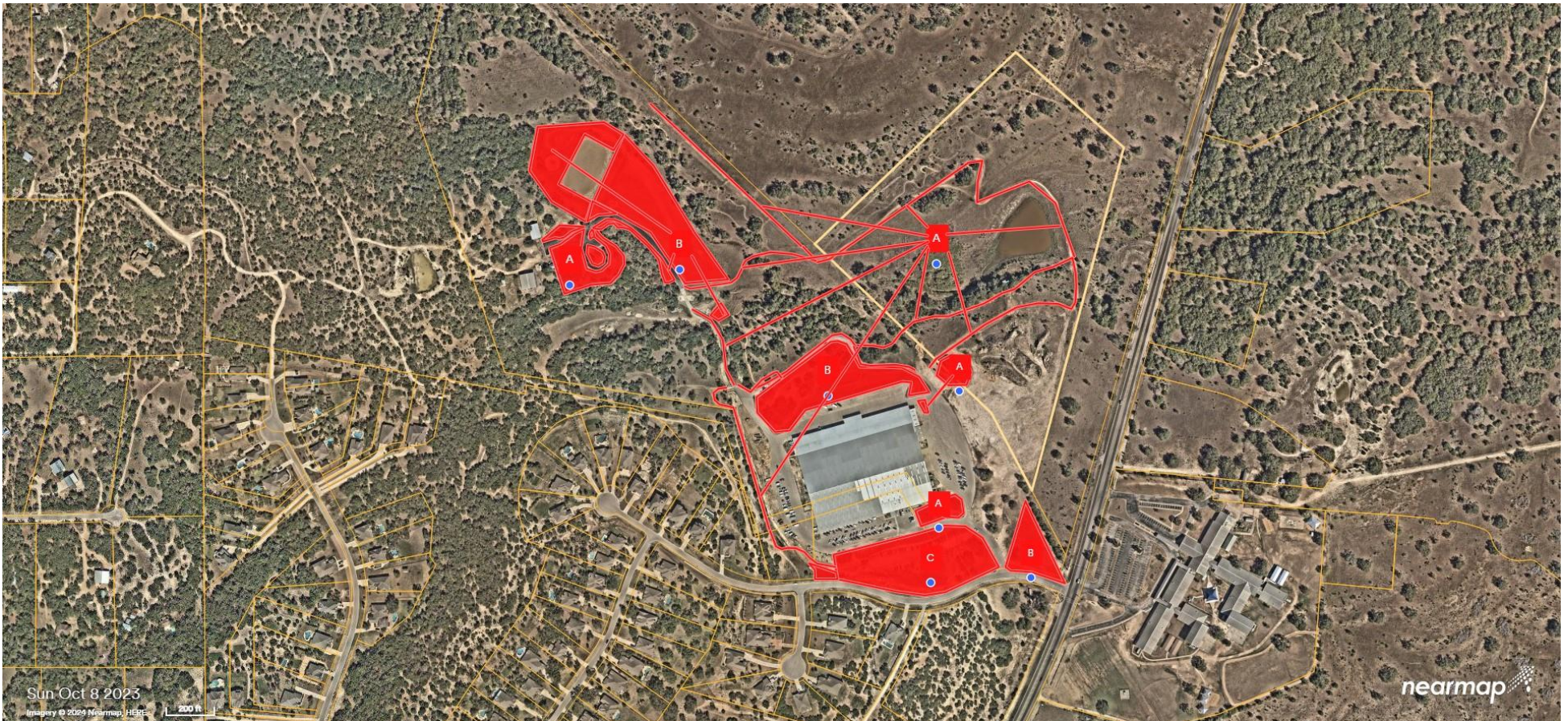
settled and a release has been obtained from the claimant involved, or good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed.

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

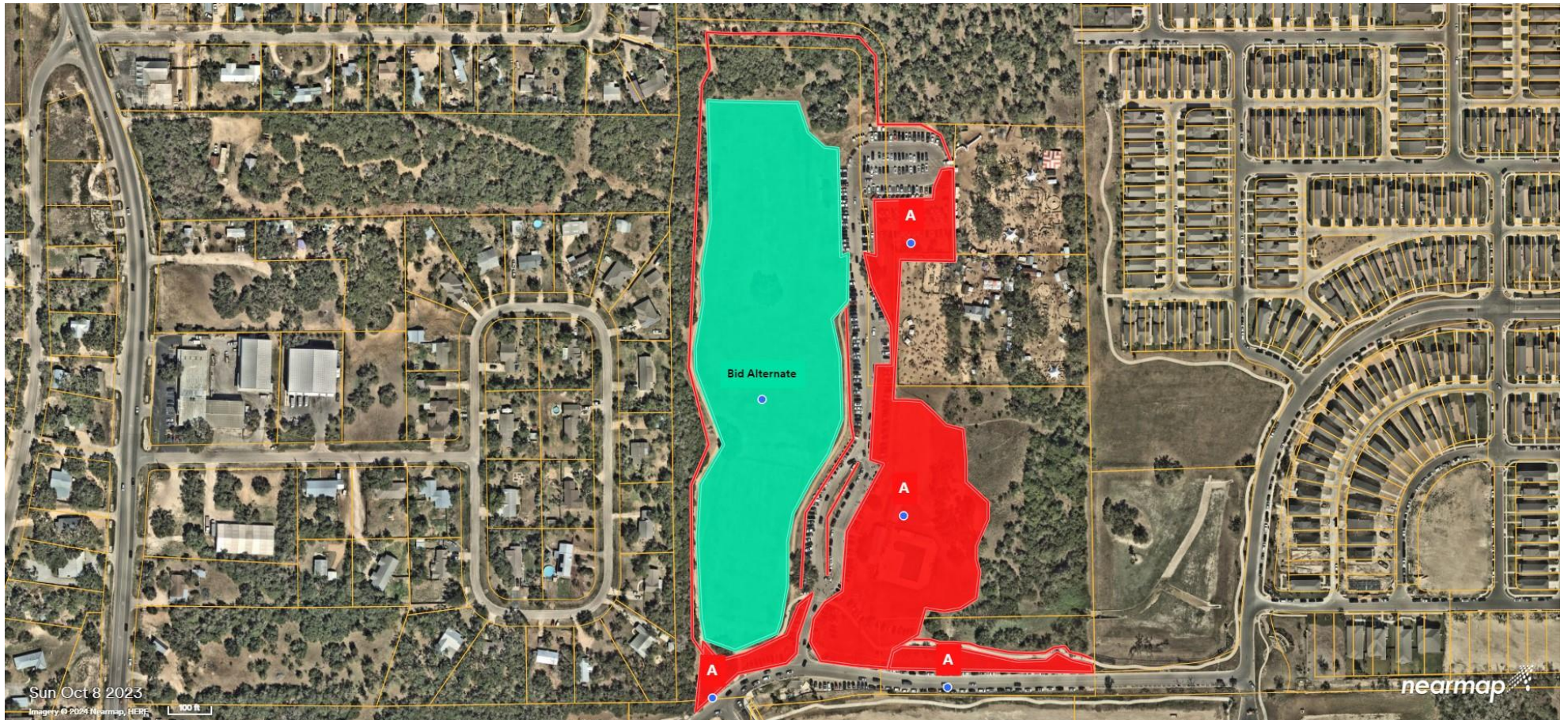
Schedule “B-1”

Dripping Springs Ranch Park

1042 Event Center Dr.



Schedule “B-2”
Founders Memorial Park
419 Founders Park Rd.



Schedule “B-3”

Sports and Recreation Park

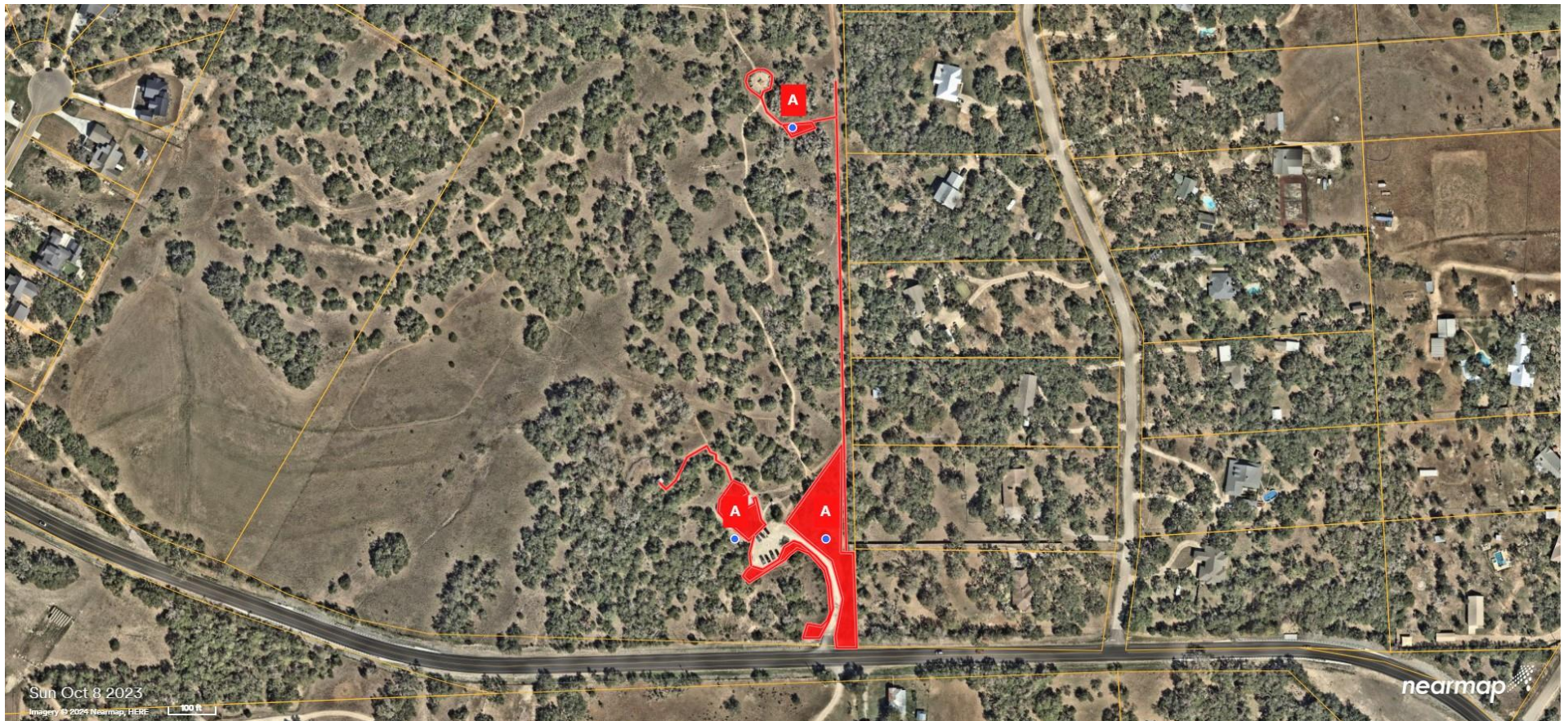
27148 Ranch Road 12 Dripping Springs, TX



Schedule “B-4”

Charro Ranch Park

27148 Ranch Road 12 Dripping Springs, TX



Schedule “C” Insurance Requirements

CITY OF DRIPPING SPRINGS CONTRACTOR’S INSURANCE REQUIREMENTS

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

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

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

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

Type of Contract Type and Amount of Insurance

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

Schedule "D"

List of Machinery and Equipment

[illegible]

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

Signature: _____

Date: _____

Schedule “E-1”
Grounds Maintenance Requirements
Founders Memorial Park - 419 Founders Park Road

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

FMP “A”

Park Entrance, Park Road, Playscape, and Trails and Common Areas

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

1. Park Entrance

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

2. Park Road

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

3. Playscape Structure and Surface

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

4. Trails

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

5. Common Areas, Park Trail,

- **Common Areas Around Multi-Purpose Fields**
 - Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of DSYSA.
 - Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.
- **Common Areas Around Pound House Museum, Pavilion, and Playscape**
 - Maintain common areas surrounding the Pound House Museum (outside fence), swimming pool (inside and outside), park pavilion and playscape.
- **Park Trail (.71 miles)**
 - Maintain six (6) feet either side of trail(s), where terrain permits. Trails to be weed free.

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.

Schedule “E-2”

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

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

SRP “A”

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

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

Maintain all areas once per month on 30 day cycle during the first week of February, March, September, October and second week of December and/ or as directed by City. Fire ant control 12 times per year to control or eliminate fire ants on trails, picnic areas and playscapes.

1. Park Trails and Park Road

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

2. Basketball Court, Volleyball Court, Fitness Stations

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

3. Picnic Areas

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

4. Concession/Restroom Buildings

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

5. Common Areas

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of Dripping Springs Youth Sports Association and fields managed by DSISD.
- Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.

6. Playscape Structure and Surface

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

7. Adult Softball Fields Perimeter

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

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 invoice

Schedule “E-3”

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

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

DSRP “A”

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

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

DSRP “B”

1. Playscape, Park Sign, and Outdoor Arena

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

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

DSRP “C”

1. Slope adjacent to the Event Center

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

Fire Ant Control

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

Schedule “E-4”

Grounds Maintenance Requirements

Charro Ranch Park - 22690 W. FM 150.

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

CRP “A”

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

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

2. Park Entrance/Parking Lot

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

3. Park Trails, Bird Viewing Area, Solstice Circle, and Cross Country Trail

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

4. Cross Country Trail

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

5. Trail Signs, Picnic Areas, Park Furniture

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

Fire Ant Control

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

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

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

CITY PARKS			
Charro Ranch Park “CRP”	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas			
<i>Maintain areas shown on 30 day cycle during the first week of March, April May, June, September, and first or second week of December; and/or on a per cycle basis according to map or as directed by City Staff.</i>	6		
Cross Country Trail			
<i>Mow on a 30 day cycle during March, June, September and last week of November or as directed by City Staff.</i>	4		
Fire Ant Control along trails and bird blind area	12		
Sub-Total Charro Ranch Park Base Bid			

Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball Court, Volleyball Court, Fitness Station, Park Road, Concessions /Restroom Buildings			
<i>Maintain all areas on 14 day cycle during the months of April, May, June and July; include weed control and raking the VB court. (8 Cycles)</i>	8		
<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			
<i>Mow, trim, remove clippings and rake playground mulch monthly.</i>	12		
Fire Ant Control along trails, picnic areas, playground, and restrooms	12		
Adult Softball Fields Perimeter			
<i>Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower once per month (on a 30 day cycle) in October, November, December, January and February, 14 day cycle in March, April, May, June, July, August and September. (19 Cycles).</i>	19		
	Sub-Total Sports and Recreation Park Base Bid		
<i>Bid Alternate</i> – Maintain infields on the baseball field, softball field and two adult softball fields. Infields must have a uniform surface (including batters box and pitchers mounds) and are free of lips, holes, and trip hazards. Infields are free of weeds, grass, rocks, dirt clods and debris. Dragging of all infields to take place 3 times a week (Monday, Wednesday and Friday) March through May and September through November. (6 months @ 4 weeks @ 3 days/week = 72 cycles) Dragging of all infields to take place 1 time a week (Friday) December through February and June through August. (6 months @ 4 weeks @ 1 day/week = 24 cycles) Pitcher mounds are repaired and re-build on an as needed basis.	72		

<i>Bid Alternate</i> - Mow, trim and edge, remove clippings with blower on baseball field, softball field and two adult softball fields on a 14 day cycle from March through September (14 cycles) and 30 day cycle from October through February (5 cycles).	19			Item 3.
<i>Bid Alternate</i> – Aerating, applying fertilizer and pre and post emergent herbicides throughout the year. Overseed as needed and/or requested by the City.	12			
	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, Playscape, Park Trails, and Common Areas,			
<i>Maintain areas on 14 day cycle in the months of April, May & June. (6 Cycles).</i>	6		
<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		
FMP Playscape			
<i>Mow, trim, remove clippings and rake playground mulch monthly.</i>	12		
Fire Ant Control along trails, picnic areas, playground, and restrooms	12		
	Sub-Total Founders Park Base Bid		
<i>Bid Alternate - Mow, trim and edge, remove clippings with blower on two football fields and multi-use area in between the football fields on a 14 day cycle from March through September (14 cycles) and 30 day cycle from October through February (5 cycles).</i>	19		
<i>Bid Alternate – Aerating, applying fertilizer and pre and post emergent herbicides throughout the year. Overseed as needed and/or requested by the City.</i>	12		
	Sub-Total Founders Park with Football Fields Bid Alternate		

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

Total All Bid Options	Annual Total
Subtotal All Parks Base Bid	
Subtotal All Bid Alternates	
Total All Parks with All Bid Alternates	



Staff Monthly Reports May 2024

Director:

- PCS Staff Report and Performance Measures Report.
- July is Parks and Recreation Month
 - Proclamation is on the Tuesday, July 2nd City Council meeting agenda.
- Founders Park Sidewalk and Parking Lot Lights Project
 - Lights for the parking lot will arrive in July and installed by staff.
- Rathgeber Park
 - The second public input meeting was held Monday, May 20th at 6:30 pm at DSRP.
 - 61 people attended and notes are posted on the Rathgeber webpage.
- Skatepark
 - The anticipated completion date is July 2024.
 - Grand Opening/Ribbon Cutting is scheduled for Saturday, July 27th at 9:30 am.
- Parks, Recreation & Open Space Master Plan
 - Staff and PRC Commissioner Olivia Barnard interviewed two agencies on Tuesday, June 4th.
- Sports & Recreation Park Signage
 - Signage has been ordered and installation will take place in August/September.
- Sports & Recreation Park 210 Reuse Water
 - Construction of the line to SRP is scheduled to be completed this summer.
 - Public Works is now gathering quotes for the irrigation installation at the adult softball fields.
- DSRP Mountain Bike Club Update

Park Maintenance

- Participated in setup and breakdown of Rodeo event.
- Installed new mulch to all city playgrounds.
- Assembled new outdoor skatepark furniture.
- Acquired new forklift safety cage.
- Installed combination locks for ranch house and lower field faucets.

Aquatics:

Founders Pool:

- Pool opened on May 24th
- Great Memorial Day at the pool (114 check ins)
- Installed new tiles in pool locker room, purchased some new umbrellas
- Swim lessons are going great (\$645 in May)

- Contract with Outdoor Coordinator for Troop 280, Timmie Smith, BSA swim test for scouts.
- First family night was a success
- Pool rentals are booking for June
- Added Veterans discount to POS (20% off)

Community Events:

- **Park Rentals – Now being handled through front desk at DSRP (Melanie Engels)**
 - Pavilion Rentals on hold during construction
 - 4 Baseball Field Rentals
- **Initiatives:**
 - Bird City Application in progress
Certification representatives coming for on-site review in August
- **May Community Events:**
 - FESTIVAL OF FLIGHT
Bird Walk at Charro ~ 15-20 attendees
Bird Walk at DSRP ~ 25-30 attendees
Visitors to Vendor booths at Treaty Oak ~ 40-50
Species identified: 75+
- **June Community Events:**
 - RESCHEDULED DUE TO RAIN: *A League of Their Own* – Founders Pool
Friday, June 7th starting at 8:30 pm.
 - Movie Night in the Park: *Jurassic Park* – DSRP
Friday, June 14th starting at 8:30 pm.

DSRP:

Highlights:

- May was action packed with Summer Camp preparations and hiring.
- The school year Archery Club wrapped up until next year.
- DSRP Riding Series: Ranch Horse Show had amazing attendance is growing. Lily also hosted our first One Day Jumper Show that Sunday following the Ranch Horse Show.
- We hosted the Fitzhugh Neighbors Benefit Concert. We were able to navigate some complications that naturally occur when non-event planners are planning a large-scale event. The show organizer had amazing compliments for us.
- We changed out the light fixtures in the Main Event Room to provide better lighting, and it is a big improvement.

- Parks Maintenance Team has been working hard on multiple event changeovers. We appreciate their hard work.
- Rodeo was amazing! Lily and myself sell tickets at the entrance so that we can chat with our guests. There were the most international guests we have ever had. They were so excited to experience their first Texas Rodeo. We are thankful to be that experience for them. Ag Boosters were an amazing help for us and we appreciate all that they do for this Rodeo.

DSRP Events in June:

Wednesday Morning Farmers Market, HWY290 Community Workshop, Drippin' Dragons Reptile Expo, District 4H Horse Show, Pride Festival, Retromania, Stonewall and WilCo Sherriff Possee Bleacher rental

DSRP June Programs:

Youth: Coyote Kids and Skateboard Camp, Tween Scene

Adult: Community Yoga, Star Party Open House, Master Naturalist Nature Walk

Farmers Market:

May FMC Meeting:

FMC approved three of three vendor applications and declined an application that had been tabled at the April meeting. FMC approved 2025 budget and agreed to raise musician pay to \$100 per market to bring us up to other markets' base pay. FMC will explore additional sources of funding, including expanded merchandising.

May Market recap:

May remained strong, though warmer markets led to a slight drop in customers over Feb-Apr high marks.



DRAFT

May 2024

		FY 2023		FY 2024	
		May-23	Total/Actual	May. 2024	Fiscal YTD
PCS Aquatics					
Programs Offered					
	Swim Lesson Classes	12	48	12	12
	ARC Certification	1	3	1	1
Number of Participants					
	Swim Lesson Classes	43	128	12	12
	ARC Certification	12	34	8	8
Admission Totals:					
	Membership Check-ins	140	2,379	114	114
	Day Passes Sold	527	3,550	199	199
	Season Passes Sold	60	108	55	56
PCS Athletics					
Leagues Offered					
	Adult Softball	0	2	0	0
	Youth Sport Camps	0	6	0	0
Number of Teams/Participants					
	Adult Softball	0	13	0	0
	Youth Sport Camps	0	77	0	0
PCS Special Events					
Events Offered		3	14	1	3
Number of Participants		37	307	90	160
PCS Rentals					
Pool		0	13	0	0
Pavilion		6	41	2	5
Athletic Fields		1	1	5	15
Veterans Memorial Park		0	3	0	0
PCS Permits					
Itinerant Vendor		0	12	0	4
Commercial Trainers/Activity		0	0	0	0
Special Event		1	4	2	8
DSRP					
Programs Offered		1	28	18	143
	Number of Participants	0	1,223	25	622
Camp Days Offered		0	77	0	33
	Number of Participants	0	786	0	86
DSRP Events		3	18	6	45
	Number of Participants	0	2,002	66	11,333
Arena Memberships Sold		4	44	7	47
Room Rentals		7	123	7	105
Arena Rentals		13	126	9	58
Other Rentals (Ranch House, Field, Etc..)		1	56	1	23
Free Use Agreements/Co-Sponsorships		19	173	24	185
Farmers Market					
Number of Markets Offered		5	51	5	34
Number of Vendors Registered		224	2,079	223	1,403
Number of Visitors		2,310	18,700	1,685	13,100