

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:
Discussion and action on Sunglow and Lockheed Median Improvements solicitation 2021-1339 Landscape Maintenance Agreement between the City of El Paso ("City") and the Texas Department of Transportation to maintain specified landscape improvements on the Lockheed Drive/Sunglow Way Median Improvement project, located next to US 62/180 (Montana Avenue).

BACKGROUND / DISCUSSION:
This project consists of the maintenance improvements on median improvements along Sunglow Way and Lockheed Drive including landscape and hardscape amenities, 3-inch caliper trees, shrubs, ground cover plants, building rock, gabion baskets, 6-inch curb, a new irrigation system, and gutter and rolled curb.


PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: \$1,322,001.21
Funding Source: 2013 Street Infrastructure Certificates of Obligation and Airport Capital
Account: 190-4740-28900-580270-PCP19ST014
Account: 562-3010-62335-580220-PAP00981

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:
 CID Grant Funded Programs Director
For Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation, whereby the City agrees to maintain certain landscape improvements on the Lockheed Drive/Sunglow Way Median Improvement project, located on US 62/180 (Montana Avenue).

APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



For Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department



LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of El Paso, El Paso County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated March 21, 2006, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will allow such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the Lockheed Dr./Sunglow Way Median Improvements project which is located on US 62/180 (Montana Ave.) non- controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along US 62/180 (Montana Ave.) from RM 26-0.64 to RM 26+0.44.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State's responsibilities are as defined in Attachment "A".

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of El Paso on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

CITY OF _____

By _____
(Title of Signing Official)

Approved as to Content:

For Gvette Hernandez
Sam Rodriguez
City Engineer

Approved as to Form:

Roberta Brito
Roberta Brito
Assistant City Attorney

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

El Paso
District

Attachments

Attachment A Scope of Work and Plans

Work Responsibilities

The Local Government will maintain the Project in accordance with State standards. The local Government shall maintain the landscape elements and irrigation system within the project limits of the right-of-way on the south side of US 62/180 (Montana Ave.), north of Sunglow Way, from approximately 150-ft west of the intersection of Sunglow Way and Avalon Dr. to the end of the median at the intersection of Sunglow Way and Cessna Dr. and on the north side of Montana Ave., south of Lockheed Dr. from the intersection of Lockheed Dr. and Sikorsky St. to the end of the median at Lockheed Dr. Refer to attached plans for exact locations and project limits.

A. Local Government agrees to:

1. Furnish the State in writing overall clearance with all appropriate regulatory agencies prior to beginning maintenance activities.
2. Verify location of all utilities within project area. Utility considerations shall include, but are not limited to, the following: gas, water, electricity, fiber optics, telephone, signals, lighting, CTMS, sanitary sewer, etc.
3. Furnish the State any revisions or modifications mutually agreed upon between the Local Government and the State.
4. Furnish all labor, equipment, materials, and incidentals to provide for maintenance activities that shall include, but are not limited to, the following:

Hardscape Landscape and Plant Maintenance

For the work of plant maintenance, all reasonable means shall be employed to preserve the plants and vegetative material existing within the project limits in a healthy and vigorous growing condition. This maintenance activity shall include, but is not limited to, the following:

- A. Provide vegetative watering for plant material and pay monthly water bill.
- B. Plant bed and basin maintenance including shaping, weed control and mulch layer.
- C. Plant repair, removal, and replacement within the next scheduled work period following notification to begin replacement.
- D. Insect, disease, and animal control.
- E. Fertilize as needed during the appropriate season.
- F. Mow and trim grass, shrubs, trees, etc.
- G. Herbicide treatments as directed.
- H. Maintain and remove tree supports (staking, guying, bracing) and dispose as directed.
- I. Prune plant material and trees to comply with visibility requirements.
- J. Perform litter pick up as needed. Dispose of bagged litter the same day it is collected and dispose in accordance with federal, state, and local regulations

Irrigation System Operation and Maintenance

Permanent irrigation system operation and maintenance shall include, but not be limited to:

- A. Monitor and adjust water schedules as needed during the seasons.

- B. Repair leaks and properly maintain the operation of the irrigation system to ensure adequate moisture to the plant material.
 - C. Maintenance and repairs of the system shall be under the supervision of a person possessing an irrigator's license issued by the TCEQ.
 - D. Replacement of stolen or broken parts shall be of the same type and manufacturer as originally installed. Substitute parts may be allowed with the approval of the State prior to replacement.
 - E. Maintain power to controllers to include battery replacement and adjust programs as necessary.
 - F. Perform regular inspections to ensure full functionality of the irrigation system.
 - G. Bear the cost of water consumption and electricity.
5. Provide inspection of all maintenance work performed to ensure that the work is accomplished in accordance with the approved plans and specifications.
 6. Submit for approval a traffic control plan and provide, erect and maintain barricades, signs and traffic handling devices necessary to protect the safety of the traveling public. All placements of barricades, signs and traffic handling devices must conform to the Texas Manual on Uniform Traffic Control Devices, and shall be approved by the State prior to placement.
Contact: Eduardo Perales, P.E.
Director of Transportation Ops.
Office: (915) 790-4488
Fax: (915) 790-4330
Eduardo.Perales@txdot.gov
13301 Gateway Blvd. West
El Paso, Texas 79928-5410
 7. Furnish all labor, equipment, material and incidentals as may be required to repair or replace structures or surfaces damaged by Local Government or its agent(s) (contractor) during any maintenance phase of the project to the satisfaction of the State.

B. State agrees to:

1. Allow Local Government and its agent(s) or contractor(s) to utilize the right-of-way for all aspects of the Project described in this Agreement.
2. Coordinate with Local Government plans of the Project, with limits of maintenance defined, attached hereto and made a part of this Agreement.
3. Coordinate with Local Government landscape maintenance operations consistent with District policy and the Roadside Vegetation Management Manual.
4. Perform review and inspections, as appropriate, of the project.
5. Coordinate with Local Government in determining the requirements for barricades, signs and traffic handling devices necessary to protect the safety of the traveling public for the project.