

LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 2012, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Corpus Christi, Nueces 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 April 26, 2012, **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 provide 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 installation and maintenance of landscape elements on controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

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 shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

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. 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.

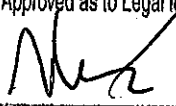
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Corpus Christi on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

THE STATE OF TEXAS

CITY OF _____
By _____
(Title of Signing Official)

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.

Approved as to Legal form: 117-13


Veronica Ocañas
Assistant City Attorney
For City Attorney

By _____
District Engineer
Corpus Christi
District

Attachments

NO. 0617	DATE 06/11	BY J. P. E.	CHK. J. P. E.
NO. 0617	DATE 06/11	BY J. P. E.	CHK. J. P. E.
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STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
FEDERAL HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT NO. CONTROL NH 1102(259)
NUECES COUNTY
SH 358

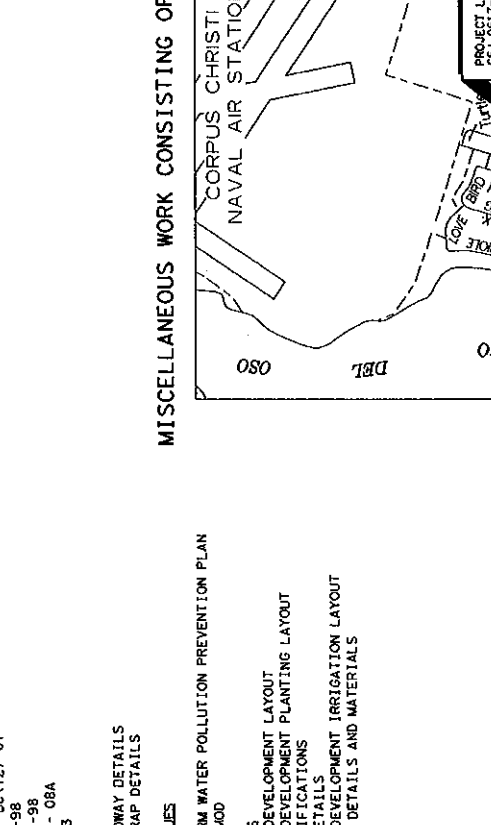
LIMITS: CS: 0617 - 01 - 181 AT SH358/FLOUR BLUFF DR. INTERSECTION

NO TDLR REVIEW REQUIRED

MISCELLANEOUS WORK CONSISTING OF LANDSCAPE DEVELOPMENT

ORGANIZATION OF PLAN SHEETS

1. GENERAL
2. TITLE SHEET
3. SH 358 TYPICAL SECTIONS
4. GENERAL NOTES & SPECIFICATION DATA
5. ESTIMATE & QUANTITY
6. SH 358 ROADWAY QUANTITIES
7. SH 358 TRAFFIC CONTROL PLAN & ADVANCED WARNING LAYOUT
8. *BC(11)-07 - BC(12)-07
9. *TCP (1-4)-98
10. *TCP (2-6)-98
11. *TCP (5-4) - 08A
12. *WZ(BRK)-03
13. ROADWAY DETAILS
14. SH 358 ROADWAY DETAILS
15. SH 358 RIPRAP DETAILS
16. ENVIRONMENTAL ISSUES
17. EPIC SHEET
18. SH 358 STORM WATER POLLUTION PREVENTION PLAN
19. *CRP-BECL MOD
20. MISCELLANEOUS ITEMS
21. 31-32 LANDSCAPE DEVELOPMENT LAYOUT
22. 33-34 LANDSCAPE DEVELOPMENT PLANTING LAYOUT
23. PLANT SPECIFICATIONS
24. PLANTING DETAILS
25. 36 LANDSCAPE DEVELOPMENT IRRIGATION LAYOUT
26. 37-38 LANDSCAPE DEVELOPMENT IRRIGATION LAYOUT
27. IRRIGATION DETAILS AND MATERIALS



NOT TO SCALE

EQUATIONS: NONE
EXCEPTIONS: NONE
RAILROAD CROSSING: NONE

RECOMMENDED FOR LETTING: *June 20 2011*
DIRECTOR, TRANSPORTATION PLANNING & DEVELOPMENT
Paula M. Stele-Evans

APPROVED FOR LETTING: *June 20 2011*
DIRECTOR, TRAFFIC OPERATIONS DIVISION
Paula M. Stele-Evans

RECOMMENDED FOR LETTING: *JUNE 20 2011*
DISTRICT ENGINEER
J. P. E.

APPROVED FOR LETTING: *JUNE 20 2011*
DIRECTOR, DESIGN DIVISION
J. P. E.



PROJ. NO. 1 NH 1102(259)
LETTING DATE: AUGUST 2011

COUNTY NUCES
HWY. NO. SH 358

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE WITH AN (*) HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

Adrian Lopez 6/17/11
ADRIAN LOPEZ, P.E.
DATE

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NUECES

NH 1102 (259)

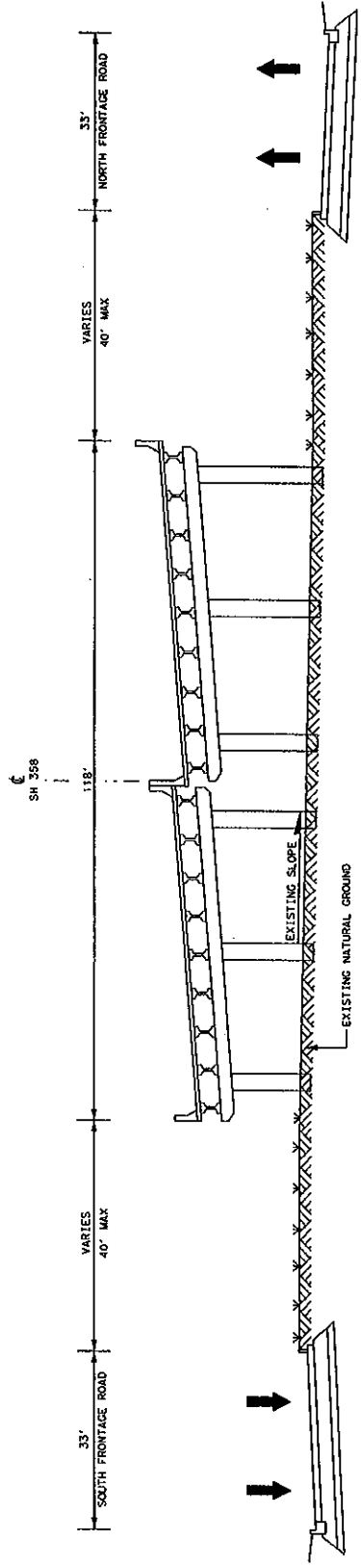


Approved by

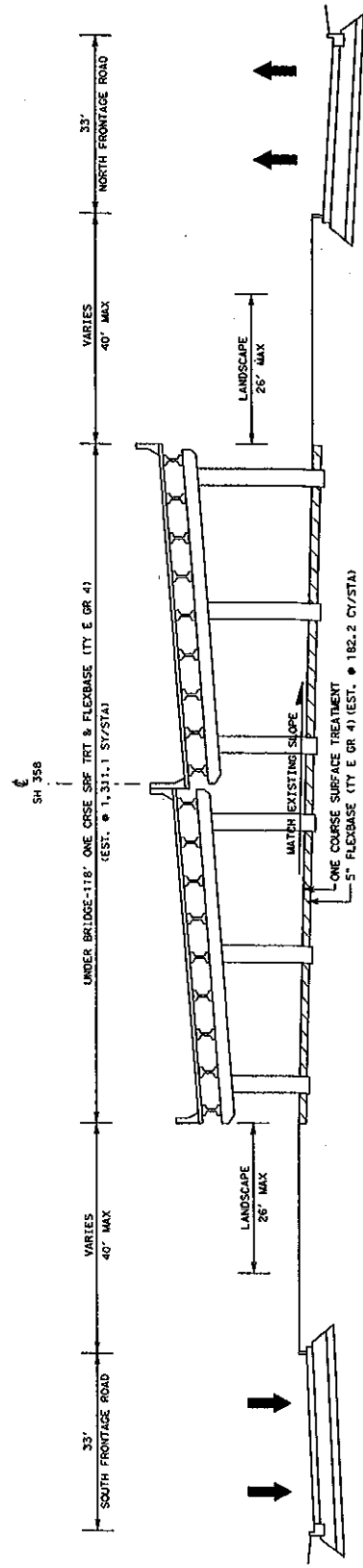
SH 358
TYPICAL SECTIONS

NOT TO SCALE
SHEET 1 OF 1

PROJECT NO.	0617	01	131	SH 358
DISTRICT	6			
COUNTY	2			
DATE				
SCALE				
DESIGNER				
CHECKER				
DATE				



EXISTING TYPICAL SECTION
STA 10090+37 TO STA 10095+10
STA 10097+00 TO STA 10102+74

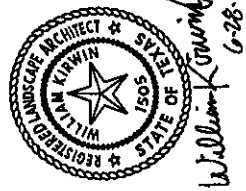


PROPOSED TYPICAL SECTION
STA 10090+37 TO STA 10095+10
STA 10097+00 TO STA 10102+74

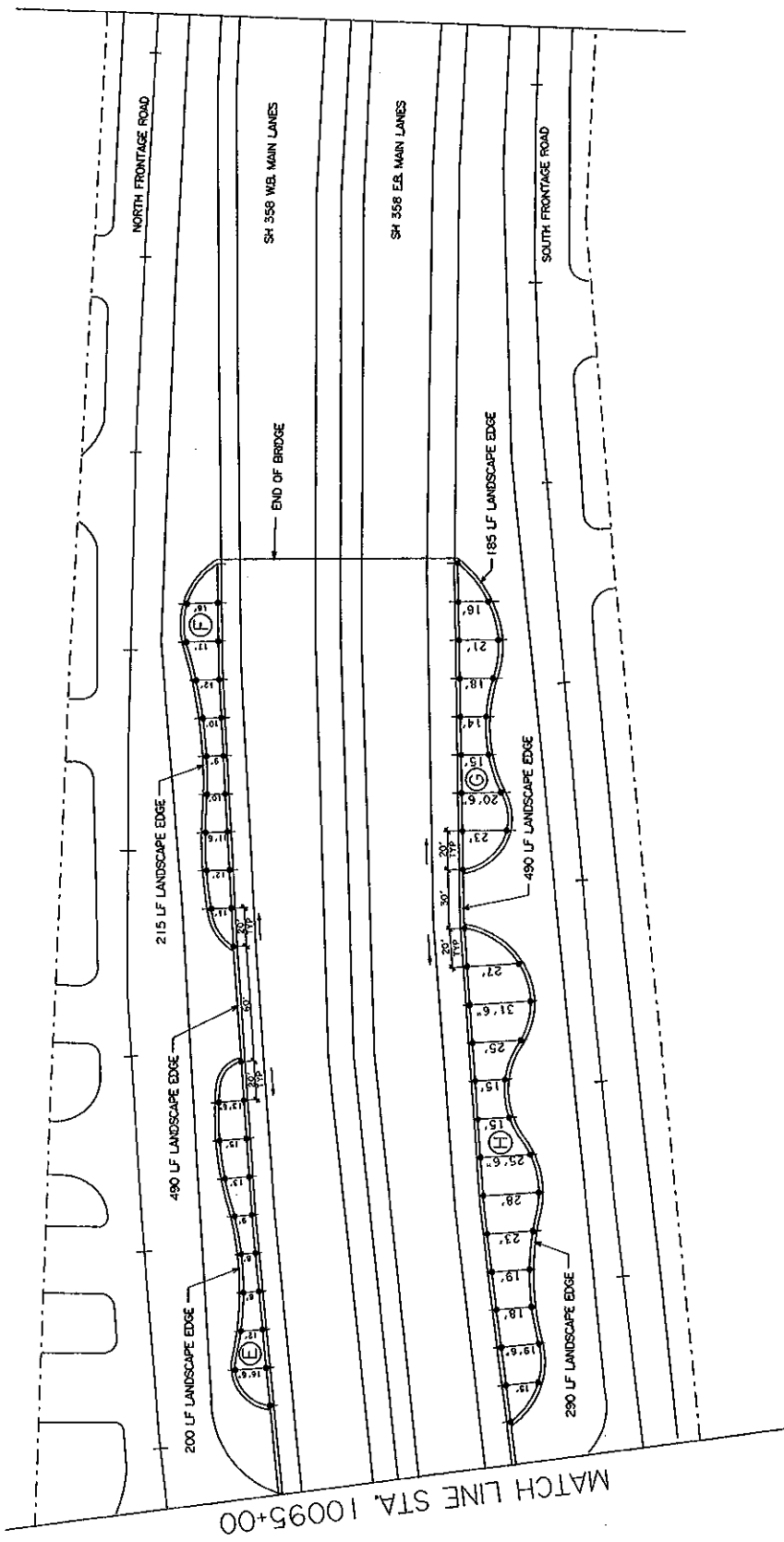
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SH 358
 LANDSCAPE
 DEVELOPMENT
 LAYOUT
 SCALE: 1"=60'

SHEET	2 OF 2 SHEETS
FEDERAL AID PROJECT NO.	MI 1102(293)
STATE	TEXAS
DIST.	01
COUNTY	MEADES
CONTRACT NO.	0617
SHEET NO.	181



William K. Smith
 6-28-11

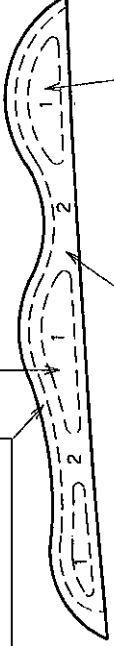


DESCRIPTION	QTY.	UNIT	TOTAL	REMARKS
CEMENT	35	EA	35	
REBAR	100	EA	100	
CONCRETE	11.35	EA	11.35	
CONCRETE	31	EA	31	
CONCRETE	15	EA	15	
CONCRETE	200	EA	200	
CONCRETE	27	EA	27	
CONCRETE	12	EA	12	
CONCRETE	75	EA	75	
CONCRETE	25	EA	25	
CONCRETE	1377	EA	1377	
CONCRETE	100	EA	100	
CONCRETE	1377	EA	1377	
CONCRETE	1377	EA	1377	
CONCRETE	1377	EA	1377	

MATCH LINE STA. 10095+00

APPROX. 60 CY
GENERAL USE COMPOST (ENTIRE AREA)
(SEE TYPE II BED PREP)
APPROX. 40 CY
EROSION CONTROL COMPOST
(TOP DRESSING ENTIRE AREA)

PLANT GROUP 3
(OUTER TIER)
20 TURKS CAP
30 DWARF OLEANDER
10 NATAL PLUM
40 LANTANA



PLANT GROUP 2
(SECOND TIER)
8 SAGO PALM
15 WAX MYRTLE
7 YAUPON
7 CrapeMYRTLE
25 OLEANDER
30 ELEAGNUS

PLANT GROUP 1
(MIDDLE TIER)
8 CEDAR ELM
8 LIVE OAK
9 SABAL PALM

(A) PLANTING LAYOUT 1"=50'

PLANT GROUP 2
(SECOND TIER)
8 SAGO PALM
15 WAX MYRTLE
7 YAUPON
7 CrapeMYRTLE
25 OLEANDER
30 ELEAGNUS

PLANT GROUP 1
(MIDDLE TIER)
8 CEDAR ELM
8 LIVE OAK
9 SABAL PALM



PLANT GROUP 3
(OUTER TIER)
20 TURKS CAP
30 DWARF OLEANDER
10 NATAL PLUM
30 LANTANA

APPROX. 56 CY
GENERAL USE COMPOST (ENTIRE AREA)
(SEE TYPE II BED PREP)
APPROX. 42 CY
EROSION CONTROL COMPOST
(TOP DRESSING ENTIRE AREA)

(B) PLANTING LAYOUT 1"=50'

PLANT GROUP 3
(OUTER TIER)
20 TURKS CAP
30 DWARF OLEANDER
10 NATAL PLUM
30 LANTANA



PLANT GROUP 2
(SECOND TIER)
10 SAGO PALM
25 WAX MYRTLE
7 CrapeMYRTLE
25 OLEANDER
30 ELEAGNUS

PLANT GROUP 1
(MIDDLE TIER)
4 CEDAR ELM
8 LIVE OAK
3 SABAL PALM

(C) PLANTING LAYOUT 1"=50'

APPROX. 35 CY
GENERAL USE COMPOST (ENTIRE AREA)
(SEE TYPE II BED PREP)
APPROX. 25 CY
EROSION CONTROL COMPOST
(TOP DRESSING ENTIRE AREA)

PLANT GROUP 2
(SECOND TIER)
5 SAGO PALM
5 WAX MYRTLE
5 CrapeMYRTLE
5 OLEANDER
30 ELEAGNUS

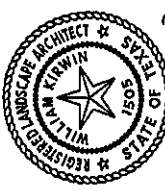


PLANT GROUP 3
(OUTER TIER)
20 TURKS CAP
30 DWARF OLEANDER
10 NATAL PLUM
40 LANTANA

PLANT GROUP 1
(MIDDLE TIER)
4 CEDAR ELM
4 LIVE OAK
5 SABAL PALM

(D) PLANTING LAYOUT 1"=50'

APPROX. 50 CY
GENERAL USE COMPOST (ENTIRE AREA)
(SEE TYPE II BED PREP)
APPROX. 35 CY
EROSION CONTROL COMPOST
(TOP DRESSING ENTIRE AREA)

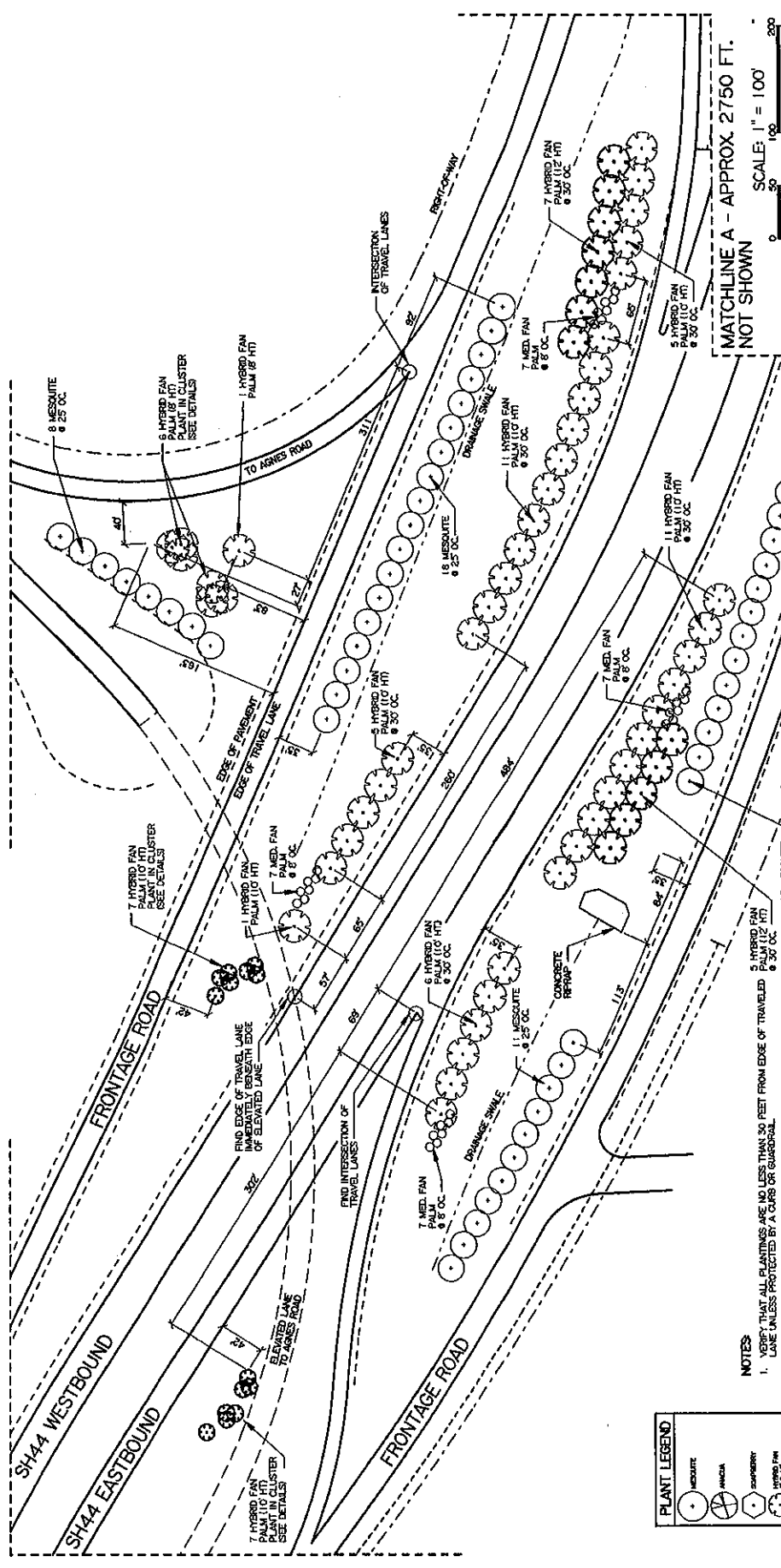


William K. Kovach
6-28-11

SH 358
LANDSCAPE
DEVELOPMENT
PLANTING
LAYOUT

SCALE: 1"=50'

SHEET 1 OF 2 SHEETS	
DATE	NOV 2011
STATE	TX
COUNTY	TRAVIS
CITY	AUSTIN
PROJECT NO.	1102250
DRAWN BY	WCK
CHECKED BY	WCK
DATE	11/11/11
SCALE	1"=50'



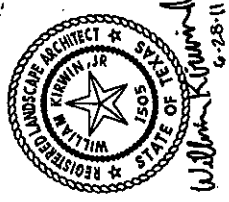
- NOTES:**
1. VEGETATION PLANTINGS ARE NOT LESS THAN 30 FEET FROM EDGE OF TRAVELED PALM TREES ON THE SITE OF EXCAVATION FOR THE PLANT.
 2. PLANTINGS BY A CURB OR GUARDRAIL PLANTS WILL NO CLOSER THAN 15 FEET FROM THE EDGE OF THE CURB OR GUARDRAIL.
 3. LOCATE PALMS AND TREES RELATIVE TO THE EXISTING PALM TREES ON THE SITE OF EXCAVATION FOR THE PLANT. PLANTING DIMENSIONS ARE INDICATED. THE SCALE OF THE DRAWING MAY BE USED. NO WRITTEN DIMENSIONS ARE INDICATED.
 4. STAKE ALL PROPOSED PLANT LOCATIONS FOR APPROVAL OF THE ENGINEER PRIOR TO EXCAVATION FOR THE PLANT.
 5. REFER TO THE PLANTING DETAILS FOR PLANT INSTALLATION INSTRUCTIONS.
 6. REFER TO THE PLANT MATERIAL SPECIFICATIONS CHART FOR DESCRIPTION OF PALMS AND TREES.

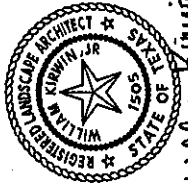
PLANT LEGEND:

	MESQUITE
	HYBRID FAN PALM
	MED. FAN PALM
	WESTERN SOURSBERRY
	HYBRID FAN PALM 10' HT
	MED. FAN PALM 8' HT

ESTIMATED SHEET QUANTITY

ITEM CODE	DESCRIPTION	UNIT	QTY
192	1. 2044 PLANT MATERIAL MARI 2' CALIBER MESQUITE	EA	50
192	1. 2051 PLANT MATERIAL MARI 6' TRUNK HTI (PALM) HYBRID FAN PALM	EA	7
192	1. 2052 PLANT MATERIAL MARI 10' TRUNK HTI (PALM) HYBRID FAN PALM	EA	53
192	1. 2053 PLANT MATERIAL MARI 12' TRUNK HTI (PALM) HYBRID FAN PALM	EA	12
192	1. 2058 PLANT MATERIAL MARI 12' TRUNK HTI (PALM) HYBRID FAN PALM	EA	0
192	1. 2077 PLANT MATERIAL MARI 3' HTI (PALM) MEDITERRANEAN FAN PALM	EA	28





William Kumble
6-28-11

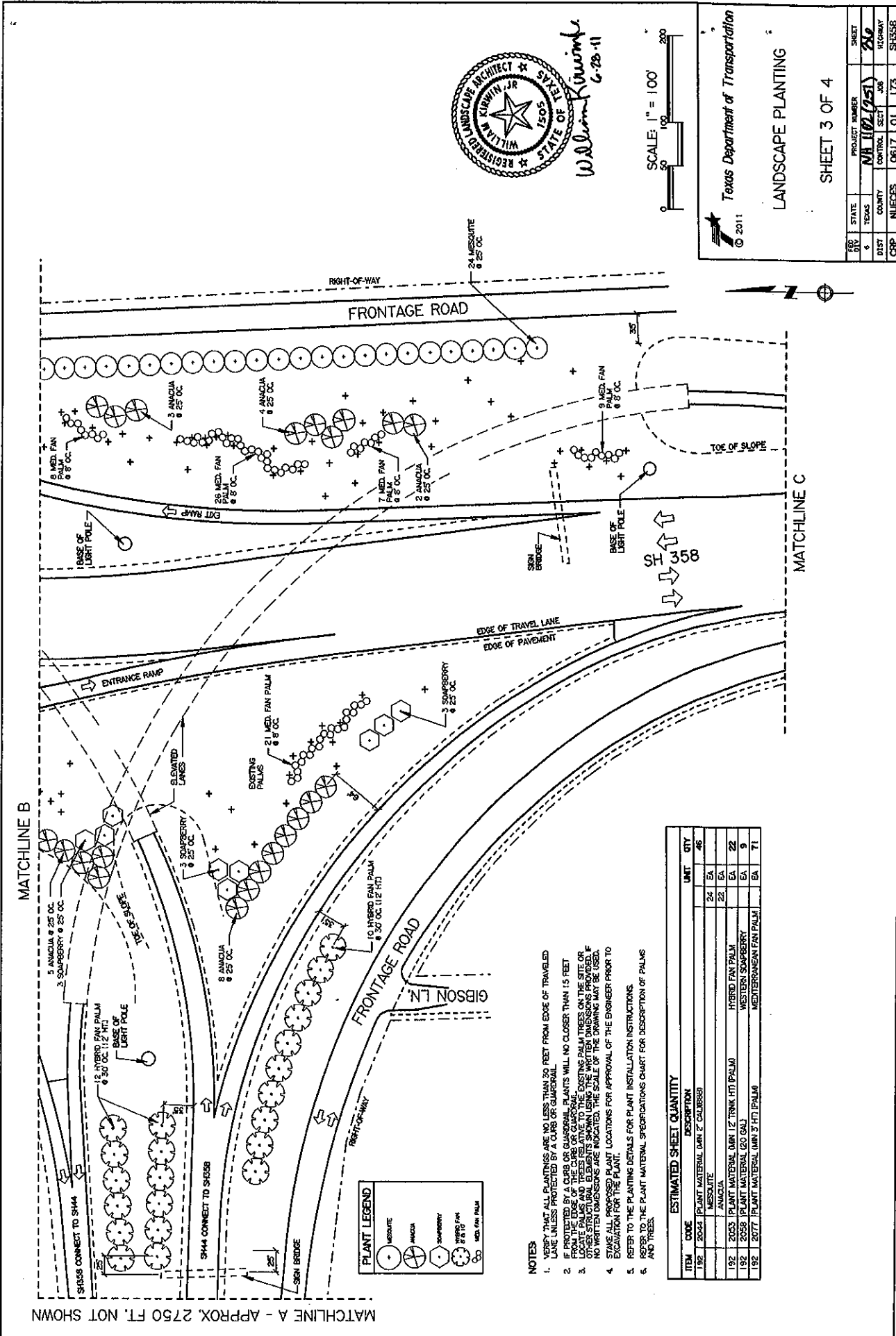


STATE	TEXAS	PROJECT NUMBER	NA 11027251	SHEET	246
DIST	DAWSON	COUNTY	DAWSON	SECTION	173
CDP	NUJECES	CDP	0617	DATE	6-28-11

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LANDSCAPE PLANTING

SHEET 3 OF 4



MATCHLINE B

MATCHLINE C

MATCHLINE A - APPROX. 2750 FT. NOT SHOWN

PLANT LEGEND

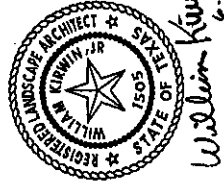
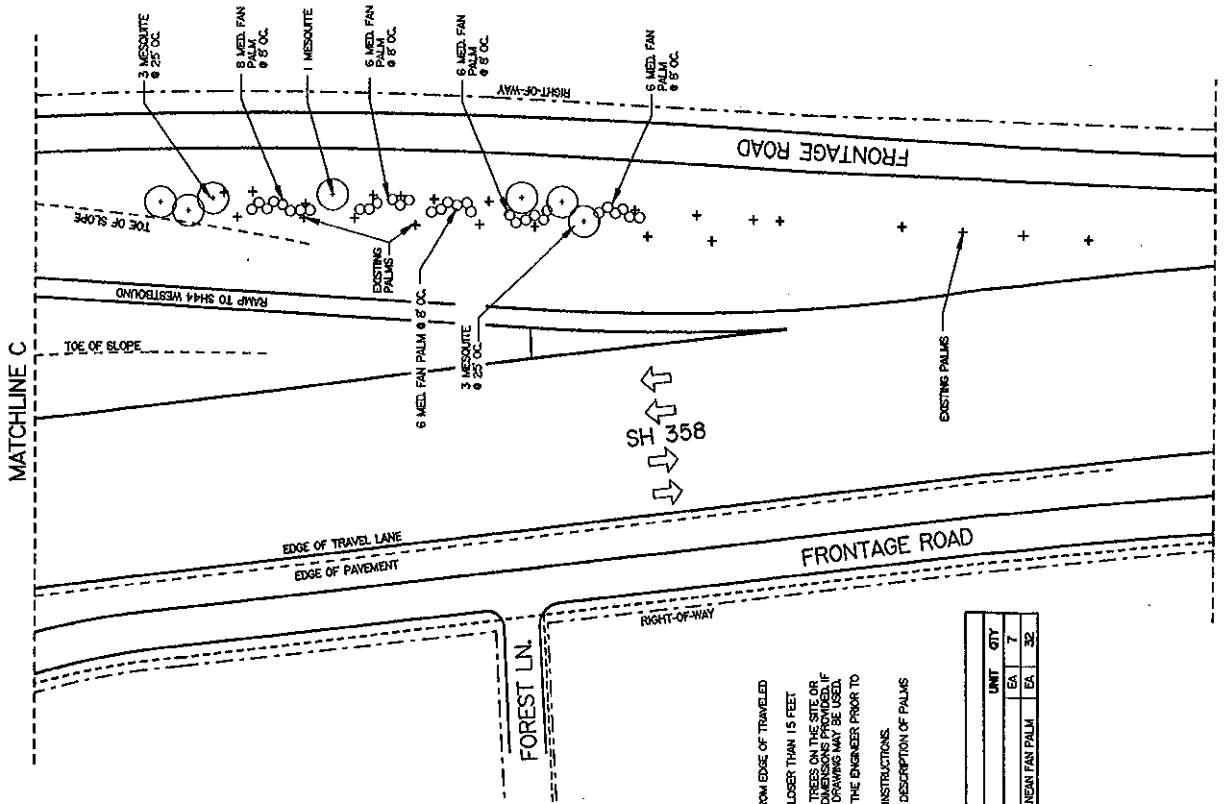
(Symbol)	MESQUITE
(Symbol)	ANACUA
(Symbol)	SOURSBERY
(Symbol)	HYBRID FAN PALM 1/2 TRUNK HT (PALM)
(Symbol)	WESTERN SOURSBERY
(Symbol)	MEDITERRANEAN FAN PALM

- NOTES**
- VERIFY THAT ALL PLANTINGS ARE NO LESS THAN 20 FEET FROM EDGE OF TRAVELED LANE UNLESS PROTECTED BY A CURB OR GUARDRAIL.
 - IF PROVIDED BY A CURB OR GUARDRAIL, PLANTS WILL NO CLOSER THAN 15 FEET LOCATE PALMS AND TREES RELATIVE TO THE EXISTING PALM TREES ON THE SITE OR OTHER STRUCTURAL ELEMENTS SHOWN USING THE WRITTEN DIMENSIONS PROVIDED. NO WRITTEN DIMENSIONS ARE INDICATED, THE SCALE OF THE DRAWING MUST BE USED TO DETERMINE THE PLANT LOCATIONS FOR APPROVAL OF THE ENGINEER PRIOR TO EVALUATION FOR THE PLANT.
 - REFER TO THE PLANTING DETAILS FOR PLANT INSTALLATION INSTRUCTIONS.
 - REFER TO THE PLANT MATERIAL SPECIFICATIONS CHART FOR DESCRIPTION OF PALMS AND TREES.

ITEM CODE	DESCRIPTION	ESTIMATED SHEET QUANTITY	UNIT	CITY
192	PLANT MATERIAL (DIA 2" COLUMBIA)		EA	46
	MESQUITE	24	EA	
	ANACUA	22	EA	
192	PLANT MATERIAL (DIA 1/2 TRUNK HT) (PALM)		EA	22
192	PLANT MATERIAL (DIA 3") (PALM)		EA	9
192	PLANT MATERIAL (DIA 3" HT) (PALM)		EA	71

PLANT LEGEND

	MESQUITE
	MIMOSA
	SAPROPHY
	MED. FAN PALM
	MED. FAN PALM



SCALE: 1" = 100'

Texas Department of Transportation

LANDSCAPE PLANTING

SHEET 4 OF 4

STATE	TEXAS	PROJECT NUMBER	NH 102 (201)	SHEET	31
DIST	0	COUNTY	0617	JOB	173
CRP	0	NUCES	0617	01	173
					SH558

- NOTES**
1. VERIFY THAT ALL PLANTINGS ARE NO LESS THAN 30 FEET FROM EDGE OF TRAVELED LANE UNLESS PROTECTED BY A CURB OR GUARDRAIL.
 2. IF PROTECTED BY A CURB OR GUARDRAIL, PLANTS WILL NO CLOSER THAN 15 FEET FROM THE EDGE OF THE CURB OR GUARDRAIL.
 3. ALL PLANTING MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE WRITTEN DIMENSIONS PROVIDED. IF OTHER STRUCTURAL ELEMENTS SHOWN USING THE SCALE OF THE DRAWING MAY BE USED, NO WRITTEN DIMENSIONS ARE INDICATED.
 4. STAKE ALL PROPOSED PLANT LOCATIONS FOR APPROVAL OF THE ENGINEER PRIOR TO EXCAVATION FOR THE PLANT.
 5. REFER TO THE PLANTING DETAILS FOR PLANT INSTALLATION INSTRUCTIONS.
 6. REFER TO THE PLANT MATERIAL SPECIFICATIONS CHART FOR DESCRIPTION OF PALMS AND TREES.

ESTIMATED SHEET QUANTITY

ITEM	CODE	DESCRIPTION	UNIT	QTY	
192	2044	PLANT MATERIAL (MIN 2' CALIBER)	MESQUITE	EA	7
192	2077	PLANT MATERIAL (MIN 3' HT) (PALM)	MEDITERRANEAN FAN PALM	EA	32