

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

DEPARTMENT: General Services

AGENDA DATE: August 27, 2013

CONTACT PERSON/PHONE: Stuart C. Ed, General Services Director, 621-6822
Bruce D. Collins, Purchasing Manager, 541-4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

First Amendment to the Parksite Maintenance Contract

That the City Manager be authorized to sign the First Amendment to the Parksite Maintenance Contract entered into by and between the City of El Paso ("City") and both TIBH Industries, Inc., a private non-profit corporation and the certifying party, and Border TM Industries, Inc. d/b/a Xceed Resources, the performing party, collectively referred to as the "Contractors," to add additional park sites (specifically, grass medians within the City) to the list of locations at which the Contractors will perform mowing and litter cleanup services, for the duration of the Contract which ends on April 12, 2015, for an additional estimated annual cost to the City of an amount not to exceed \$50,000.00.

BACKGROUND / DISCUSSION:

The General Services Department, Land Management Division is recommending the above amendment. The addition of turf medians to this contract allows for grounds maintenance, specifically mowing and litter pickup of 27 medians located throughout the City. The responsibility of maintaining these medians was transferred to the General Services Department from the Streets Department as a result of the FY '14 budget. Local business is being supported.

PRIOR COUNCIL ACTION:

Yes. Council previously approved this contract on April 13, 2010, Item 3D.

SELECTION SUMMARY:

N/A

AMOUNT AND SOURCE OF FUNDING:

Department: General Services Department
Amount: \$83,333.33
Funds Available: Dept: 231 Div: 31120 Acct: 522210 Fund: 2305 Program Code: P3110
Funds Source: Environmental Fund Fee

BOARD / COMMISSION ACTION:

N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:



Stuart C. Ed, General Services Director

RESOLUTION

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

That the City Manager be authorized to sign the First Amendment to the Parksite Maintenance Contract entered into by and between the City of El Paso ("City") and both TIBH Industries, Inc., a private non-profit corporation and the certifying party, and Border TM Industries, Inc. d/b/a Xceed Resources, the performing party, collectively referred to as the "Contractors," to add additional park sites (specifically, grass medians within the City) to the list of locations at which the Contractors will perform mowing and litter cleanup services, for the duration of the Contract which ends on April 12, 2015, for an additional estimated annual cost to the City of an amount not to exceed \$50,000.00.

ADOPTED this _____ day of August, 2013.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Stuart C. Ed, Director
General Services Department

THE STATE OF TEXAS)
)
)
)
COUNTY OF EL PASO)

FIRST AMENDMENT TO
PARKSITE MAINTENANCE CONTRACT

THIS **FIRST AMENDMENT** to the Parksites Maintenance Contract ("Contract") is made this ____ day of August 2013, by and between the CITY OF EL PASO, a home rule municipal corporation (hereinafter referred to as the "City"), and both TIBH INDUSTRIES, INC. ("TIBH"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES, the performing party, hereinafter collectively referred to as the "Contractors".

WHEREAS, the City entered into the Contract with the Contractors to provide specified Parksites maintenance services for the City for the original period of April 13, 2010 through April 12, 2013, and thereafter extended for the period of April 13, 2013 through April 12, 2015;

WHEREAS, the City desires to amend the Contract to add additional park sites to the list of locations at which the Contractors will perform mowing and cleaning services, specifically the grass medians described in **Attachment "A-1"** to this First Amendment; and

WHEREAS, the parties agree to amend the Contract to include the additional mowing and litter cleanup services for the added sites (grass medians) for the duration of the Contract, for the additional consideration set forth below.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Contract as follows:

1. Section 1.0 (Attachments) of the original Contract is hereby amended to add **Attachment "A-1" Grass Median Mowing and Maintenance Locations** to subsection 1.1.
2. Section 3.0 (Scope of Services and Duration) et seq. of the original Contract is hereby amended to add the locations listed in **Attachment "A-1"** to the sites at which the Contractors shall provide grounds maintenance, specifically mowing services; additionally, the Contractors shall provide litter cleanup at some or all of the sites identified in Attachment "A-1" only as needed and as directed by the City's General Services Department Director or designee.
3. Section 4.0 (Consideration and Payments) of the original Contract is hereby amended as follows:
 - 3.1 Subsection 4.1 (Consideration) shall be amended to add the following:
As consideration for the performance of the Services outlined in the First Amendment to the Parksites Maintenance Contract, the City shall pay TIBH, on behalf of the Contractors, according to the fees set forth in Attachment

“A-1,” for an amount not to exceed an annual sum of FIFTY THOUSAND DOLLARS and NO/100 (\$50,000.00), for up to thirty-one (31) mowings per year (April through October), and intermittent litter cleanup at some or all of the sites as determined and directed by the City.

3.2 Subsection 4.2 (Payments) shall be amended to read as follows:

The Contractor shall submit a detailed invoice to the CITY on or by the 25th day of each month for the services performed that month at each park described in Attachment “A” of the original Contract and Attachment “A-1” of the First Amendment to the original contract. The CITY shall make payment according to its regular practice.

4. Except as expressly modified herein all other terms and conditions of the Contract shall remain in full force and effect and shall remain as written unless expressly modified herein.
5. All notices required or permitted in the Contract and this First Amendment shall be deemed delivered when actually received via United States Postal Service post office or if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY: City of El Paso
ATTN: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

with copy to: City of El Paso
ATTN: Director
General Services Department
1059 Lafayette
El Paso, Texas 79907

CONTRACTORS: Texas Industries for the Blind & Handicapped
Attn: Henry Hernandez
5503 Grissom Rd, Suite 103
San Antonio, Texas 78238

Border TM Industries, Inc.
Attn: Everardo M. Sanchez
5310 El Paso Drive
El Paso, Texas 79905

or to such other addresses and/or addressees as the parties may designate to each other in writing from time to time.

6. Each individual signing this First Amendment acknowledges that he or she is authorized to do so, and warrants that each is authorized to commit and bind that party to the terms and conditions of this instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Parksite Maintenance Contract on the _____ day of August, 2013.

CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



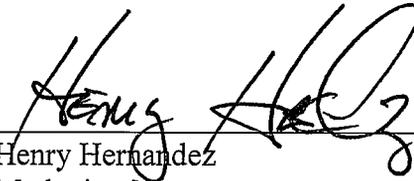
Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Stuart C. Ed, Director
General Services Department

TIBH INDUSTRIES, INC.



Henry Hernandez
Marketing Manager

BORDER TM INDUSTRIES, INC.



Everardo M. Sanchez
Executive Director

GRASS MEDIANS	LIMITS/ADDRESS/LOCATIONS	ACRES	Mowing	Litter	Recp.
Baltimore Triangle	Baltimore/Park/Winter	0.03	\$4.34	\$2.32	1
Bolton Median	1600 Bolton Circle	0.03	\$4.34	\$2.32	1
Cincinnati Triangle	Cincinnati at Park	0.05	\$7.24	\$2.32	1
Coffin Median	Coffin/Florence/Mississippi	0.15	\$21.73	\$4.64	2
Duke Median	1100 Block of Duke	0.11	\$15.94	\$2.32	1
Flamingo Median	Stanton/Brentwood/Wallington	0.31	\$44.93	\$4.64	2
Frankfort Triangle	Frankfort/Justus/Copia	0.14	\$20.29	\$2.32	1
Hastings Median	Raynolds of Radford	0.81	\$117.40	\$6.96	3
Hueco Triangle	Copia/Hueco/Clifton Triangle	0.27	\$39.13	\$2.32	1
Kern Median	Kern At Cincinnati	0.07	\$10.14	\$2.32	1
Madeline Triangle	Madeline at Park	0.16	\$23.16	\$4.64	2
MONTANA	Paisano to Airways + 2 medians	0.57	\$0.00	\$9.28	4
Pennsylvania Median	250 Block of Pennsylvania	0.47	\$68.12	\$6.96	3
PINE		0.42	\$60.87	\$6.96	3
Porfirio Diaz Median	Porfirio Diaz/Mundy/Yandell	0.21	\$30.43	\$2.32	1
RAYNOLDS	In front of school?	2.39	\$346.43	\$13.92	6
Ridgecrest Median	4200 Block of Ridgecrest	0.24	\$34.78	\$2.32	1
Robinson Median	Robinson/Coffin	0.06	\$8.69	\$2.32	1
San Juan Median	Gateway East/Pine/Stephenson	0.27	\$39.13	\$2.32	1
San Saba Median	Robinson/Coffin	0.28	\$40.58	\$2.32	1
St. Johns Median	1600 Block of St. Johns	0.06	\$8.69	\$2.32	1
Stevens Median	Hueco/Stevens/Pershing	0.48	\$69.57	\$2.32	2
Trowbridge Median	Gateway East to Clark	0.81	\$0.00	\$6.96	3
Trowbridge Median	Raynolds to Radford	0.81	\$117.40	\$6.96	3
Wainwright Median	1400 Block of Wainwright	0.13	\$18.84	\$2.32	1
West Green Median	Saplinas to West Valley	0.16	\$23.19	\$2.32	1
Wheeling Median	Wheeling at Piedras to Elm	0.15	\$21.74	\$2.32	1
Yucca Median	5000 Block of Yucca	0.50	\$72.47	\$6.96	3
5201 YUCCA PL		0.50	\$72.47	\$6.96	3
TOTALS		10.64	\$1,342.04	\$125.28	55

9.26 acres with turf

1.38 no turf

Mowing: April thru Oct. - 31/weeks

\$ 1,342.04 X 31/wks. = \$ 41,603.24

Litter: \$ 125.28 x 52/visits = \$ 6,514.56

Litter: \$ 125.28 x 104/visits/year = \$ 13,029.12

Attachment "A-1"