

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

DEPARTMENT: Engineering Department

AGENDA DATE: March 4, 2008

CONTACT PERSON/PHONE: R. Alan Shubert, P.E. - ext. 4423

DISTRICT(S) AFFECTED: 8

SUBJECT:

El Paso Electric Company is requesting an agreement to upgrade the electrical service to the City Cebada Pump Station located at 3521 Delta Drive.

BACKGROUND / DISCUSSION:

The Cebada Pump Station is currently being upgraded by the El Paso Water Utilities. Currently, there is not enough power to operate the Pump station effectively. The easement will allow El Paso Electric to place a transformer and electrical lines with enough capacity to operate the Cebada Pump Station. The cost to provide the electrical service is \$50, 474. 00.

PRIOR COUNCIL ACTION:

City council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

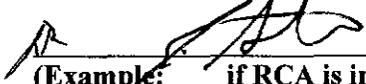
Funding source 2006 Storm: Project #PSTM06PW554, Dept. ID 1420500, Fund # 27264 and Account 508027

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

That the City Manager be authorized to sign an agreement with the El Paso Electric Company for the purpose of upgrading electrical service to the City's Cebada Pump Station located at 3521 Delta Dr and that the City Manager or her designee be authorized to sign any permits necessary to accomplish the electrical upgrade of the facility.

ADOPTED THIS _____ DAY OF _____, 2008.

THE CITY OF EL PASO

John F. Cook
Mayor

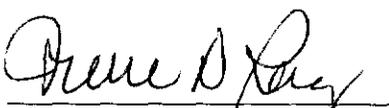
ATTEST:

Richarda Duffy Momsen
City Clerk

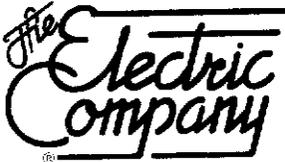
APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

for 

R. Alan Shubert, P.E., C.B.O.
City Engineer



El Paso Electric

P.O. Box 982
El Paso, Texas
79960-0982
(915) 543-5711

May 22, 2007

Ms. Lupe Cuellar
Office of the City Attorney
City of El Paso
2 Civic Center Plaza , 9th floor
El Paso, TX 79901-1196

Dear Ms. Cuellar;

**ELECTRIC SERVICE UPGRADE TO CEBADA PUMP STATION
35 21 DELTA DR.**

This Letter of Agreement, hereinafter called the "Agreement," summarizes the terms under which El Paso Electric Company agrees to provide underground electric service to your pump station located on 3521 Delta Dr. by way of an underground line extension, hereinafter called the "Underground System."

I. Parties and Term

In consideration of the promises hereinafter contained and other good and valuable consideration, this Agreement is entered into by and between El Paso Electric Company, hereinafter called the "Company," and City of El Paso, hereinafter called the "Customer," conjunctively known as the "Parties."

The term of this Agreement shall be from the date of execution and shall remain in effect on a month to month basis until cancelled by the Customer or until cancelled by mutual agreement between the Parties.

II. Location

The Customer has requested the Company to install an overhead line extension and Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked Exhibit "A" and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on Exhibit A. Any future extension of service to additional lots or to any other property not reflected in Exhibit A attached hereto will be negotiated by a separate agreement, if applicable.

III. Type of Service

1. The Company agrees to install, own, operate and maintain the overhead line and Underground System to serve the location(s) designated in Exhibit A. The overhead line and Underground System will be **13.8 volt, three phase, four wire**. Two (2) **2500 KVA 277/480 volt** padmounted transformers will be installed to serve the Customer's electrical load.
2. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pullboxes, high voltage cables, transformer pads and transformer(s) and its related equipment. The Customer will provide, install, own and maintain all ducts and low voltage cable from the secondary terminals of our 277/480 volt transformers to and within the building. The **277/480 volt transformers** can accommodate a maximum of **twelve (12)** conductors per phase. Should the Customer's secondary conductors on the 277/480 volt transformers exceed this limit, then the Customer shall provide, install, own and maintain a Company-approved padmounted secondary bus enclosure at a location near the transformer designated by the Company. The secondary conductors installed by the Customer shall have sufficient length to reach the terminals of our 277/480 volt transformer without splices and shall be installed as shown on the attached Company DSU 440, page 1 of 2 and 2 of 2, marked Exhibit "B," and incorporated herein the same as if fully set out herein.
3. Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the 277/480 volt transformers from vehicular traffic in accordance with the attached Company **DSU 515**, marked Exhibit "C" and incorporated herein the same as if fully set out herein.
4. The Company will designate the point of service, meter location and type of metering to be installed on the Customer's property. The Customer or Customer's electrical contractor shall contact the Company's Planner for this information prior to installing the service entrance.
5. All areas where the Company's Underground System and related facilities are to be installed shall be to final grade prior to the start of the work by Company's contractor.

6. The Company will not construct a line extension for the Customer until the Company has secured all required firm rights-of-way and permits. All line extensions shall be constructed on private rights-of-way, except that within incorporated municipalities where they are not available, such lines may be constructed on existing public roads, streets, alleys or easements. The Customer shall furnish such rights-of-way as required, without charge to the Company, over property owned or leased by the Customer and, if possible, will assist the Company in securing other rights-of-way necessary to provide service. The Customer shall have all of his property corners surveyed and necessary property irons installed by licensed surveyors to permit the Company to properly install the Company's electrical facilities within said rights-of-way.
7. If the Customer requests special trench compaction or requests that the depth of the trench be deeper than normal, then the Customer agrees to pay for all additional costs incurred by the Company for these special requirements. The Customer shall advise the Company of any landscaping or terrain concerns prior to construction of the Underground System.
8. During construction of the Underground System, excavated dirt or other materials from the trench will be placed outside the easement area. The Company will make every reasonable effort to avoid disturbing the surrounding area, however, some loss of vegetation may occur. The Customer shall advise the Company of any concerns or requirements the Customer may have regarding the surrounding area prior to construction of the Underground System. If, at the Customer's request, the Company must use an alternative method of handling the excavated dirt, the Customer agrees to pay all costs incurred by the Company for this additional work.
9. In the event that paving, curbs, gutters, driveways, sidewalks or other permanent obstacles to trenching are installed in or across the Company's right-of-way or easement before the installation of the Underground System, the cost of repair for the repaving, repair or replacement of the damaged curbs, gutters, sidewalks, driveways or paving caused by the construction of the Underground System by the Company and Company's contractor shall be borne by the Customer.
10. The Customer agrees to pay the cost of (1) relocation or extension, or both, as the case may be, of any installed electrical distribution facilities, whether underground or overhead, due to grade changes, replat, or to meet other requirements of the Customer, builder, or lot owner, and (2) repair or replacement, or both, as the case may be, of any Company facilities covered in this Agreement should such facilities be damaged

during land development or building construction, or both, as the case may be, unless or until such time that this financial responsibility is transferred to another party under terms included in a written contract; provided, however, that this transfer of responsibility shall not release the Customer from the obligation of paying for relocation, extension, repair or replacement, as stated above, if the need for such an action is shown to have been caused by the Customer or its agents, even though discovery of the cause comes after a transfer of financial responsibility.

11. The Customer shall prohibit the building of permanent structures on or over the Underground System and shall relieve the Company from any liability for damages to curbs, gutters, paving, shrubbery or other items of landscaping due to the existence, operation, maintenance, service, repair, replacement or removal of Company facilities.
12. The Company will energize the Underground System after the installation of all electrical facilities has been completed and appropriate inspections have been made to ensure safe and reliable operation.
13. For purposes of this Agreement, hereinafter detailed, the Underground System is considered completed from the time all structural and electrical facilities are installed.

IV. Cost and Terms and Conditions

In consideration for the Company providing such service, the Customer hereby agrees to the following express terms and conditions:

1. The Company's cost to provide and install all of the facilities in the Underground System is **\$50,474**.
2. The Customer shall make a nonrefundable Contribution In Aid of Construction (CIAC) in the amount of **\$50,474**.

V. Other Conditions

1. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.
2. The Company's Underground Inspector, **Rachel Sardanetta**, phone number **915/543-5917**, will act as the representative for the Company in coordination, inspection and other work during the field construction of the

Underground System and related facilities. The Company's Underground Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach an agreement on any item during construction of the Underground System, the matter shall be referred to a designated Principal of the Customer and the Company's Supervisor of Distribution Design for amicable and mutually satisfactory settlement.

3. The Customer shall prohibit the installation or construction of any structure or building that will create an impaired clearance to the Company's existing or future electrical conductors under the applicable codes or ordinances as observed and enforced by the Company or the proper regulatory authority, or both as the case may be. If such an impaired clearance is created or will be created by any construction or installation by the Customer, the Customer hereby agrees to pay to the Company the entire cost incurred to correct said impaired clearance.
4. In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement unless the affected portion is determined by the Company to be material to this Agreement, in which event such findings shall terminate the entire Agreement. No waiver by the Company of any term or condition of this Agreement or any breach thereof shall be construed as a waiver of any other term or subsequent breach of that or any other term or condition hereof.
5. This Agreement shall be available for execution only for sixty (60) days from the date of this Agreement. After sixty days, the Company reserves the right to renegotiate the terms and costs stated herein.
6. This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future.
7. The Planner in charge of this project is **Jaime Roman** and can be contacted at **915/543-5873**.

8. Please sign and return the original and one copy of this Agreement. We will be returning a signed copy to you once the Agreement is reviewed and approved. The non-refundable Cash Advance for Construction must also accompany this Agreement.

Accepted: **CITY OF EL PASO**

By: _____
Joyce Wilson
Title: City Manager
Date: _____

Accepted: **EL PASO ELECTRIC COMPANY**

By: Francisco Melendez
Francisco Melendez
Supervisor, Distribution Design
Date: 2/21/08

APPROVED AS TO FORM:

Lupe Cuellar
Lupe Cuellar
Assistant City Attorney

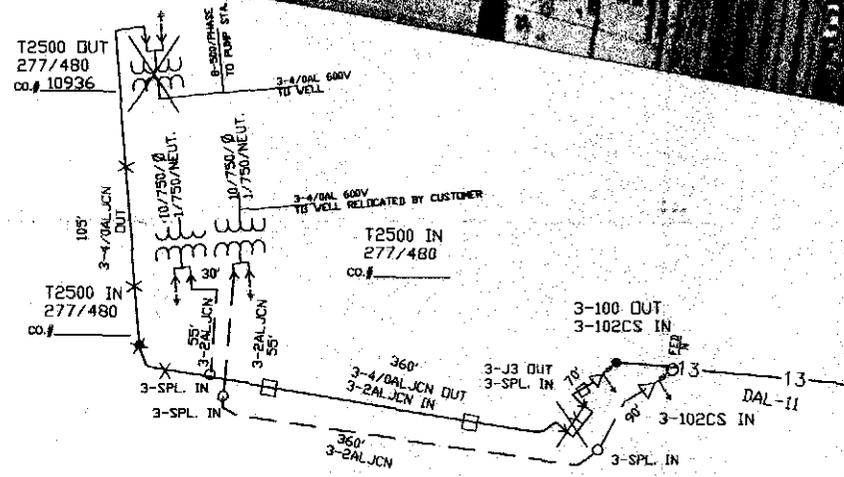
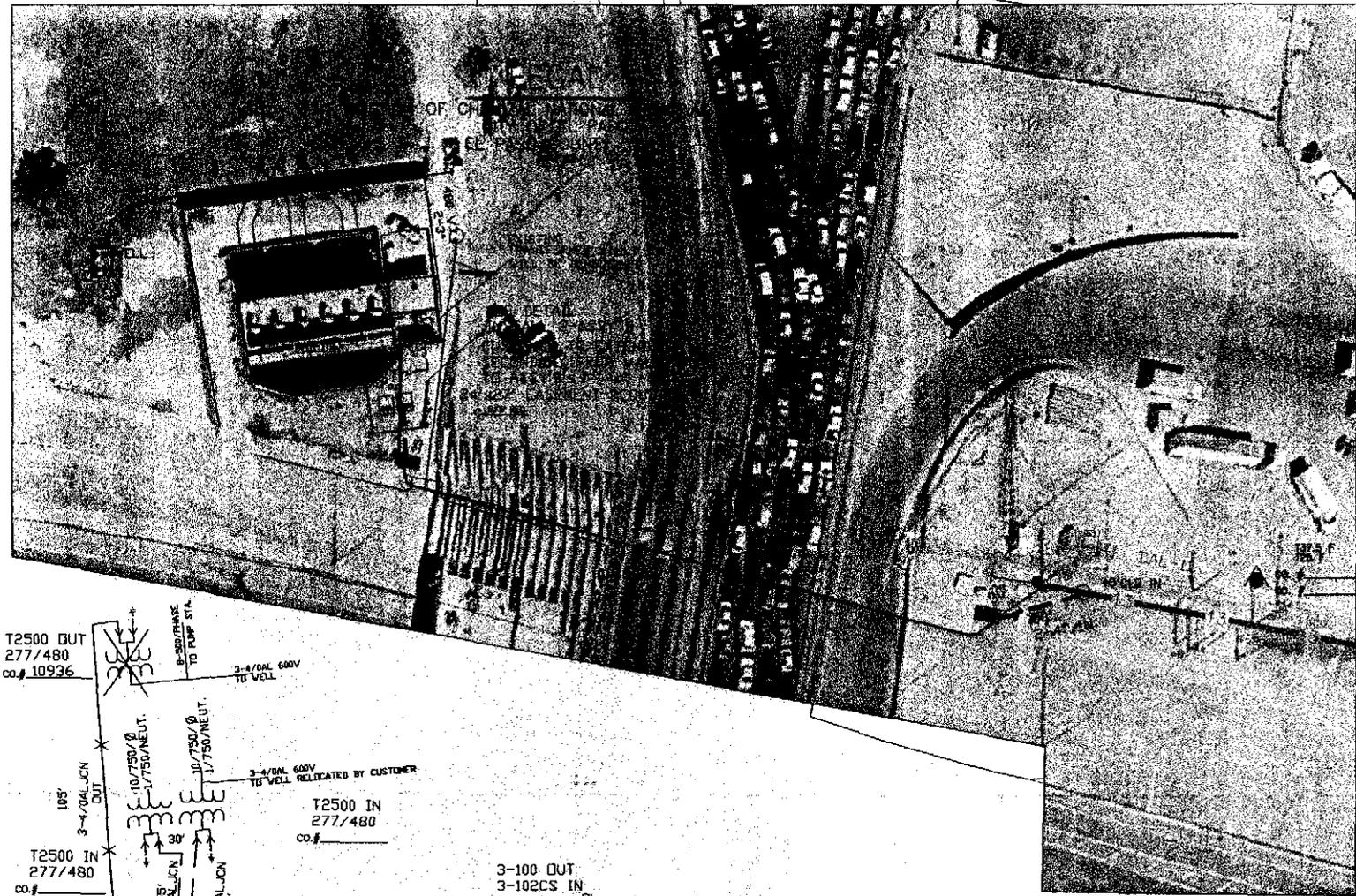
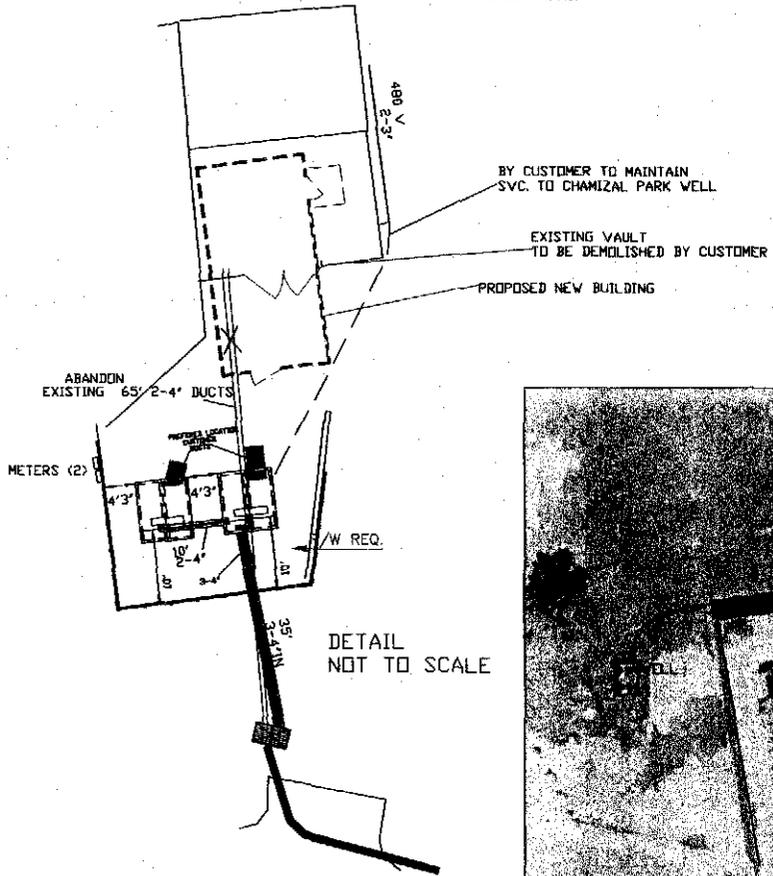
APPROVED AS TO CONTENT:

R. Alan Shubert
R. Alan Shubert, P.E., C.B.O.
City Engineer

JOB IS TO ABANDON EXISTING VAULT AND INSTALL NEW ELECTRIC FACILITIES ONCE NEW TRANSFORMER AREA IS TO GRADE

SCOPE OF WORK

1. DEENERGIZE/ REMOVE EXISTING TRANSFORMER, PRIMARY CABLE, ABANDON DUCT.
2. INSTALL SLEEVES UNDER PROPOSED NEW TRANSFORMER ENCLOSURE WALL.
3. INSTALL NEW RISER POLE, RUN TO FIRST ASSY A, PULL NEW CABLE
4. INSTALL 2-ASSY 'B's' DUCT, AFTER NEW AREA TO GRADE.
5. ENERGIZE NEW 2-T2500



WORK ORDER NO.: 06-7-1-70182
 WORK REQUEST NO.: 609V305
 DISTRIBUTION MAP: 432-276
 LOCATION INDEX: 4377-2784
 SCHOOL DISTRICT: 051
 FEEDER: DAL-11
 ENGINEER/PLANNER: JAIME ROMAN
 OFFICE PHONE: 915/543-5873
 MOBILE PHONE: 915/525-1066

UG
 RISER POLE
 DT002937
 2937

ENGINEERING
DESIGN BY: J.R.
DATE: 5/11/07
SCALE: 1" = 40'
APP'D:
CITY OF EL PASO
3521
06-7-1-70182

CEBADA PUMP STA.

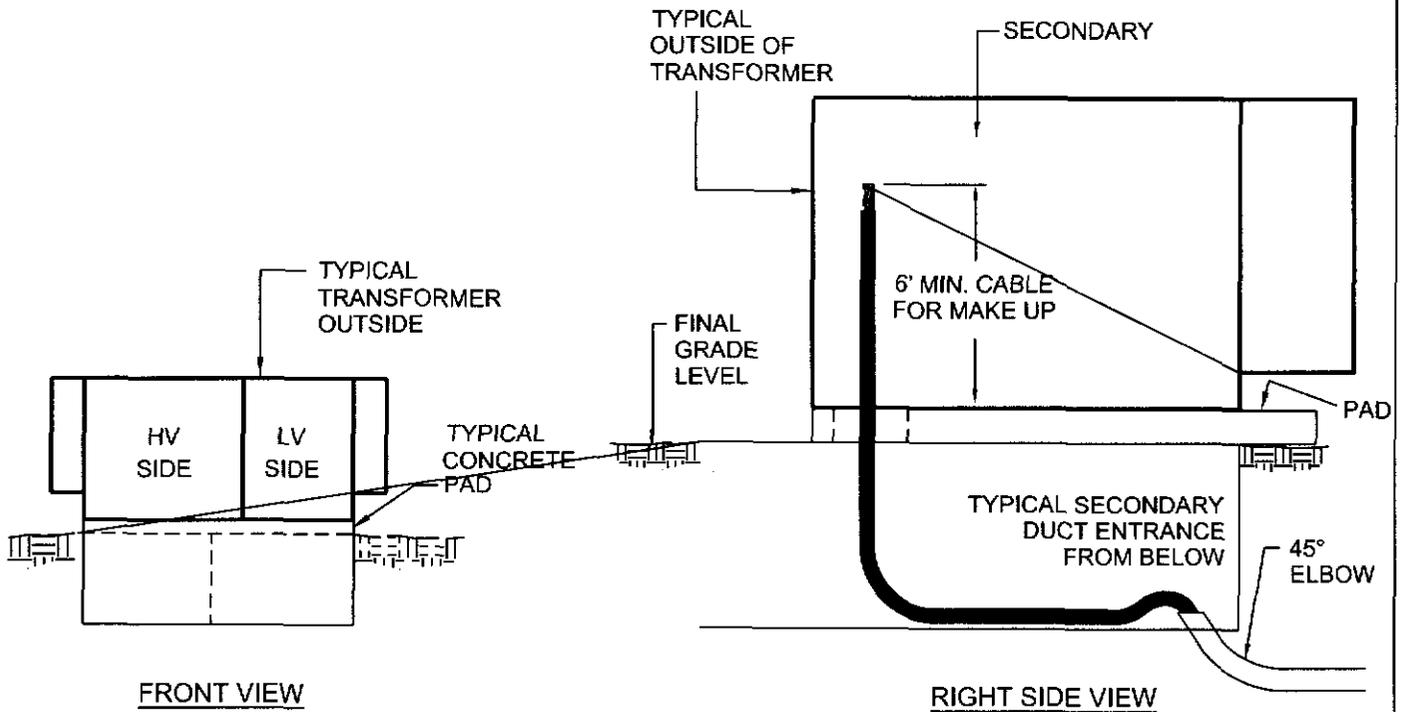
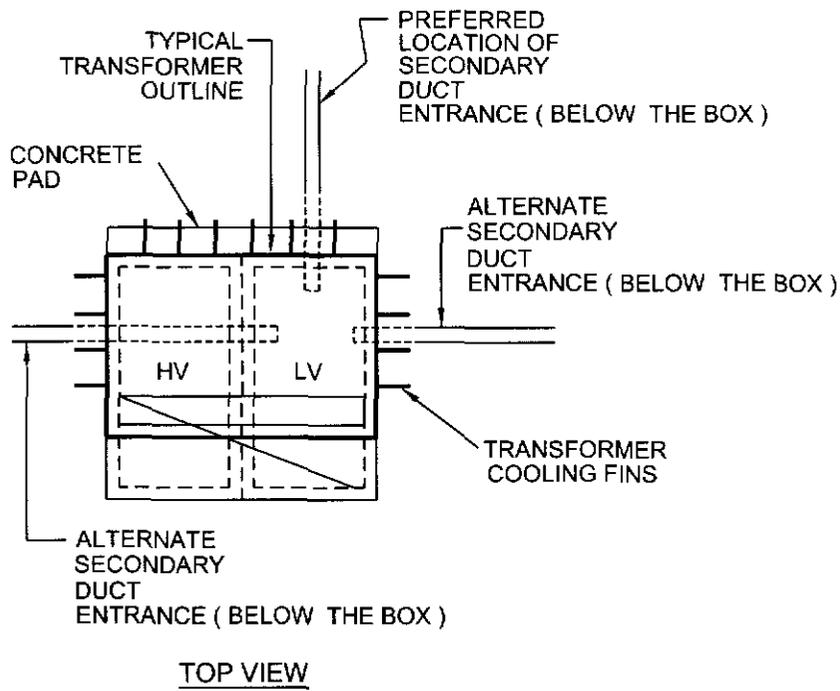


EXHIBIT B

TYPICAL CUSTOMER SECONDARY CABLE LENGTH PADMOUNT TRANSFORMERS

ORIG. DATE: 01/15/76
 REV. DATE: 06/19/02

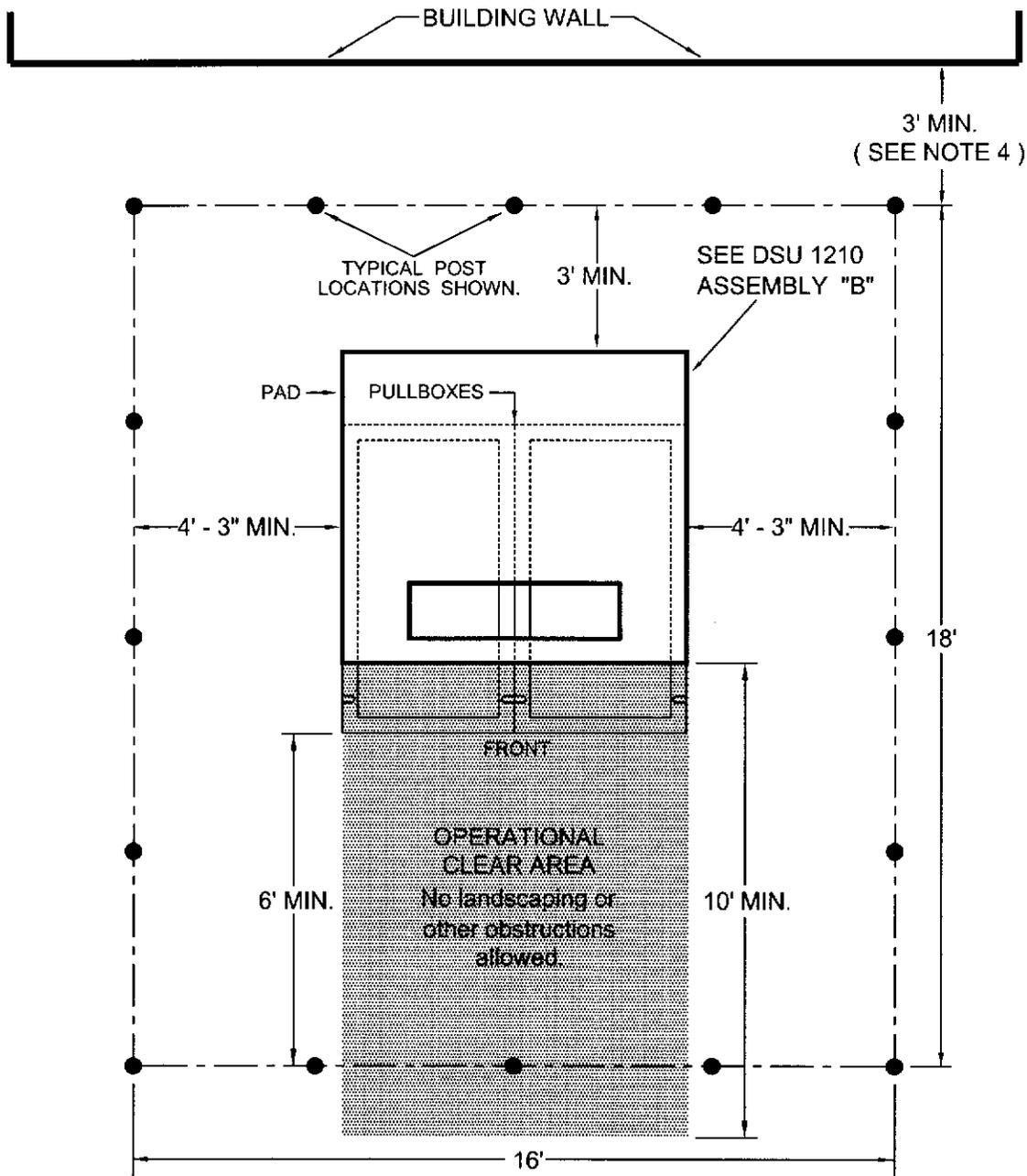
EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 440
 PAGE 1 OF 2

NOTES:

- 1 DUCT OR ELBOW SHOULD TERMINATE 3" - 4" ABOVE SURFACE INSIDE PULLBOX.
- 2 SECONDARY CABLE SHALL REST ON BOTTOM OF PULLBOX AS SHOWN.
- 3 DUE TO POSITIONING OF LEVELING BLOCKS, DUCT MUST NOT ENTER PULLBOX WITH 12" OF ANY CORNER.
- 4 METERING CONDUITS MUST ENTER PULLBOX ON LV SIDE FROM BELOW.

EXHIBIT B



- CONCRETE FILLED POSTS
- OPERATIONAL CLEAR AREA
- RIGHT - OF - WAY

EXHIBIT C

CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS FOR 3Ø PADMOUNT TRANSFORMERS 500 - 2500 KVA

NOTES:

- 1 WHERE THIS AREA IS SUBJECT TO VEHICULAR TRAFFIC, THE CUSTOMER WILL INSTALL PROTECTION AS DESCRIBED BELOW BEFORE ELECTRICAL SERVICE IS PROVIDED.
 - A. CONCRETE FILLED METAL PIPES WITH A 4 INCH MINIMUM DIAMETER USED AS POSTS, 3 FEET MINIMUM SECURELY EMBEDDED IN CONCRETE AND EXTENDING AT LEAST 4 FEET OUT OF THE GROUND.
 - B. THE POSTS SHOULD BE EQUALLY SPACED BUT NOT MORE THAN 5 FEET APART AND LOCATED ON THE PERIMETER OF THE EASEMENT ON THOSE SIDES REQUIRING PROTECTION.
- 2 THERE SHALL BE NO BUILDING OVERHANG OR OTHER OBSTRUCTION THAT WILL PREVENT ACCESS WITH A BOOM TRUCK OR CRANE.
- 3 ASSEMBLY "B" FOR 3Ø 500 - 2500 KVA PADMOUNT TRANSFORMERS INSTALLATION IS SHOWN.
- 4 EASEMENT SHALL BE LOCATED A MINIMUM OF 3' FROM THE CLOSEST BUILDING WALL.
- 5 FOR PULL BOXES AND PAD SIZES SEE DSU 1210.
- 6 A MINIMUM STANDARD EASEMENT OF 16' X 18' IS REQUIRED. A LARGER EASEMENT OF UP TO 16' X 22' MAY BE REQUIRED TO MEET OPERATIONAL CLEARANCES.
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.

EXHIBIT C