

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

**DEPARTMENT:** Engineering Department

**AGENDA DATE:** May 1, 2007

**CONTACT PERSON/PHONE:** Javier Reyes, P.E., Engineering Department, Ext. No. 4630

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

That the City Manager be authorized to sign a Multiple Use Agreement between the **CITY OF EL PASO** and the **STATE OF TEXAS BY AND BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION**, to permit the construction, maintenance and operation of a public underground storm sewer on the highway right of way on Border Highway and Francis Street.

**BACKGROUND / DISCUSSION:**

The City wishes to enter into a multiple use agreement with the Texas Department of Transportation (TXDOT) to allow the construction and permanent placement of an underground storm sewer on TXDOT right of way. The underground storm sewer shall be placed on TXDOT right of way on the area of Border Highway (Loop 375) and Francis Street. The proposed underground storm sewer shall convey drainage runoff from the neighborhoods that are in the areas of Delta Drive and Modesto Gomez Park. The proposed underground storm sewer shall be connected to an existing storm sewer system that leads to the Clardy Fox Pump Station. The proposed work is part of the Storm 2006 project, Modesto Channel River Outfall. Before TXDOT executes agreement the City needs to sign the agreement.

**PRIOR COUNCIL ACTION:**

Previously City Council has not considered this item.

**AMOUNT AND SOURCE OF FUNDING:**

No funding is required. Texas Department of Transportation does not require funding to execute agreement

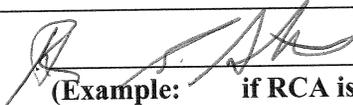
**BOARD / COMMISSION ACTION:**

N/A

CITY CLERK DEPT.  
07 APR 23 PM 1:47

\*\*\*\*\*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:** \_\_\_\_\_

CITY CLERK DEPT.

07 APR 23 AM 10:28

**RESOLUTION**

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

That the City Manager be authorized to sign a Multiple Use Agreement between the **CITY OF EL PASO** and the **STATE OF TEXAS BY AND BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION**, to permit the construction, maintenance and operation of a public underground storm sewer on the highway right of way on Border Highway and Francis Street.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

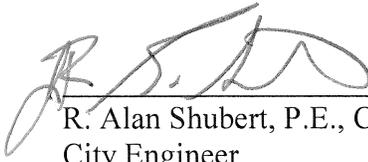
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

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

CITY CLERK DEPT.

07 APR 23 AM 10:28

**MULTIPLE USE AGREEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

**THIS AGREEMENT** made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of El Paso, hereinafter called "City", party of the second part, is to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the governing body for the City, entered into Resolution/Ordinance No. on hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

**WHEREAS**, the City has requested the State to permit the construction, maintenance and operation of a public underground storm sewer on the highway right of way, (General description of area) Border Highway and Francis shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

**WHEREAS**, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

**AGREEMENT**

CITY CLERK DEPT.  
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**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 as hereinafter set forth, it is agreed as follows:

**1. DESIGN AND CONSTRUCTION**

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

**2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

**3. PARKING REGULATIONS**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1<sup>1</sup>/<sub>2</sub> ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

**4. PROHIBITION/SIGNS**

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

CITY CLERK DEPT.

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## 5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

## 6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

## 7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

## 8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be : (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

## 9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

**10. RESTORATION OF AREA**

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

**11. PREVIOUS AGREEMENTS**

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

**12. INDEMNIFICATION**

The City acknowledges that it is not an agent, servant or employee of the State, and that it is responsible for its own acts and deeds and for those of its agents or employees during the performance of contract work.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the City, but the City shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the City to pay or disburse any sum of money hereunder.

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CITY CLERK DEPT.

### 13. INSURANCE

The City shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

### 14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

### 15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

### 16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

07 APR 23 AM 10:28  
CITY CLERK DEPT.

**17. CIVIL RIGHTS ASSURANCES**

The City , for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

**18. AMENDMENTS**

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

**19. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

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CITY CLERK DEPT.

**20. NOTICES**

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

<b>STATE</b> (Mailing Address)	<b>(Name of other party)</b> (Mailing Address)
Texas Department of Transportation Maintenance Division 125 East 11 <sup>th</sup> Street Austin, Texas 78701-2483	<u>City of El Paso</u> <u>Engineering Department</u> <u>2 Civic Center Plaza</u> <u>El Paso, Texas 79901</u>

**21. WARRANTIES**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

07 APR 23 AM 10:28  
CITY CLERK DEPT.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATE OF TEXAS**

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

\_\_\_\_\_  
City of El Paso

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Director, Maintenance Division

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
District Engineer

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
R. Alan Shubert, P.E., C.B.O.  
Development Services Director

\_\_\_\_\_  
Date

07 APR 23 AM 10:29

CITY CLERK DEPT.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**RECOMMENDED BY:**

\_\_\_\_\_  
City of El Paso

By: \_\_\_\_\_  
Executive Director  
Texas Department of Transportation

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Executed for the State of Texas by the State's Chief  
Executive Officer in accordance with Texas  
Constitution, Article IV, § 10.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

By: \_\_\_\_\_  
Governor of Texas

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
R. Alan Shubert, P.E., C.B.O.  
Development Services Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

07 APR 23 AM 10:29  
CITY CLERK DEPT.

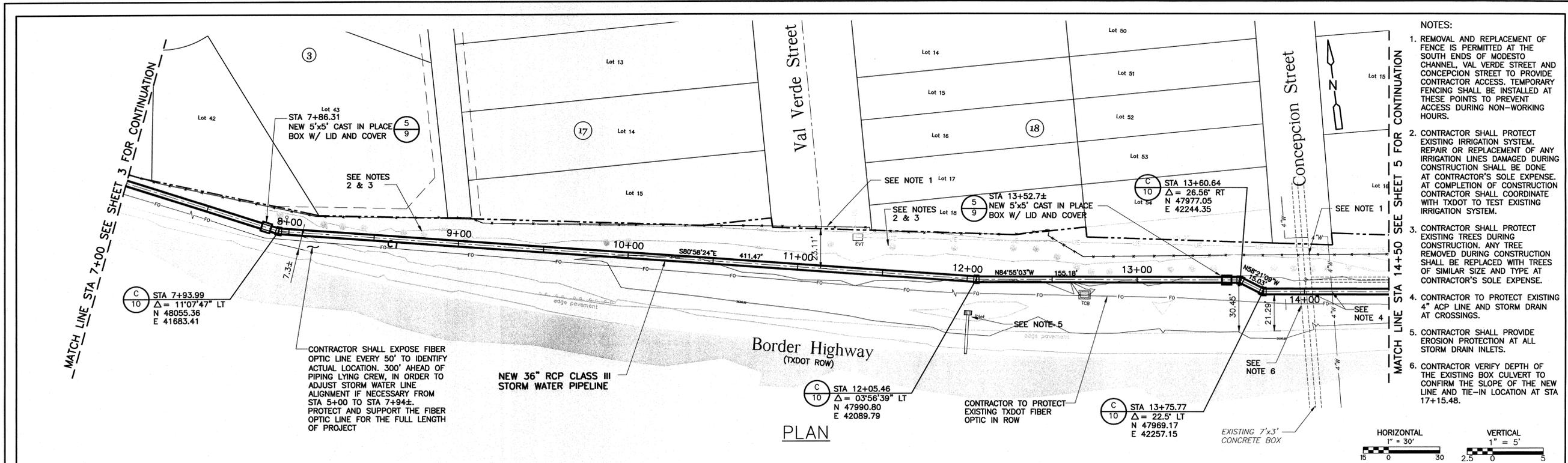
## ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

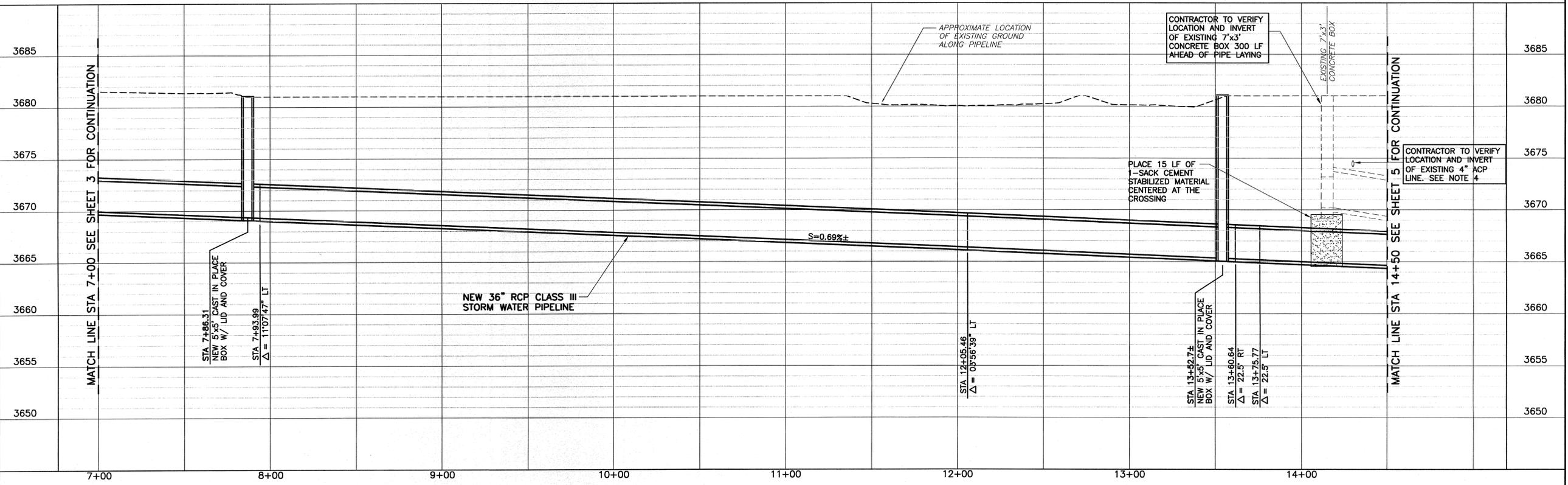
EXHIBIT E

07 APR 23 AM 10:29  
CITY CLERK DEPT.



- NOTES:
- REMOVAL AND REPLACEMENT OF FENCE IS PERMITTED AT THE SOUTH ENDS OF MODESTO CHANNEL, VAL VERDE STREET AND CONCEPCION STREET TO PROVIDE CONTRACTOR ACCESS. TEMPORARY FENCING SHALL BE INSTALLED AT THESE POINTS TO PREVENT ACCESS DURING NON-WORKING HOURS.
  - CONTRACTOR SHALL PROTECT EXISTING IRRIGATION SYSTEM. REPAIR OR REPLACEMENT OF ANY IRRIGATION LINES DAMAGED DURING CONSTRUCTION SHALL BE DONE AT CONTRACTOR'S SOLE EXPENSE. AT COMPLETION OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH TXDOT TO TEST EXISTING IRRIGATION SYSTEM.
  - CONTRACTOR SHALL PROTECT EXISTING TREES DURING CONSTRUCTION. ANY TREE REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH TREES OF SIMILAR SIZE AND TYPE AT CONTRACTOR'S SOLE EXPENSE.
  - CONTRACTOR TO PROTECT EXISTING 4" ACP LINE AND STORM DRAIN AT CROSSINGS.
  - CONTRACTOR SHALL PROVIDE EROSION PROTECTION AT ALL STORM DRAIN INLETS.
  - CONTRACTOR VERIFY DEPTH OF THE EXISTING BOX CULVERT TO CONFIRM THE SLOPE OF THE NEW LINE AND TIE-IN LOCATION AT STA 17+15.48.

PLAN



PROFILE

ENGINEER'S SEAL: DATE: 3/19/07

SCALE: HORIZ. 1" = 30', VERT. 1" = 5'

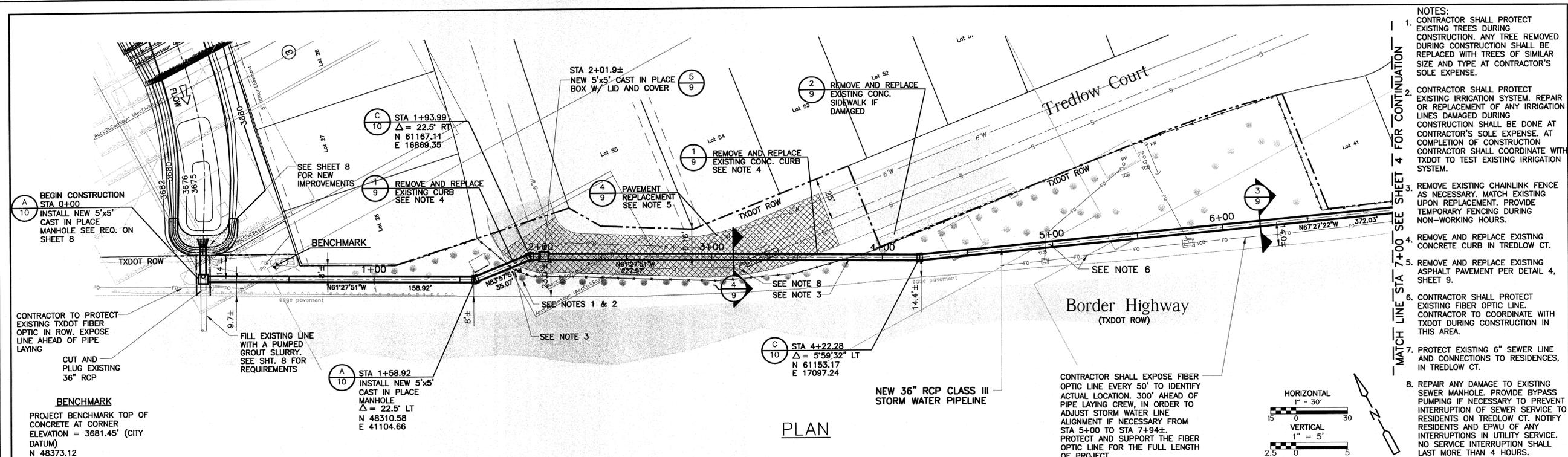
PROJECT NAME: **MODESTO CHANNEL RIVER OUTFALL PROJECT**

CITY OF EL PASO ENGINEERING

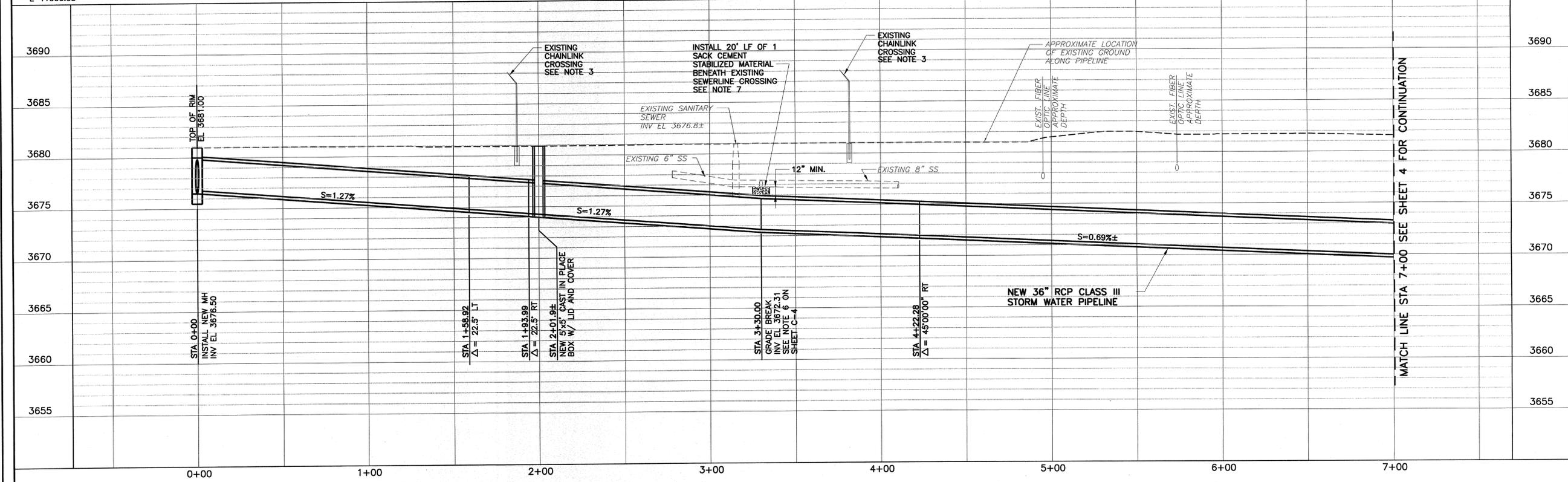
SHEET TITLE: **PLAN AND PROFILE FROM STA 7+00 TO STA 14+50**

SHEET 4 OF 12

**CDM**  
 consulting . engineering . construction . operations  
 4110 RIO BRAVO DRIVE, SUITE 201  
 EL PASO, TEXAS 79902  
 TEL: 915 544-2340 FAX: 915 544-1345



PLAN



PROFILE

- NOTES:
- CONTRACTOR SHALL PROTECT EXISTING TREES DURING CONSTRUCTION. ANY TREE REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH TREES OF SIMILAR SIZE AND TYPE AT CONTRACTOR'S SOLE EXPENSE.
  - CONTRACTOR SHALL PROTECT EXISTING IRRIGATION SYSTEM. REPAIR OR REPLACEMENT OF ANY IRRIGATION LINES DAMAGED DURING CONSTRUCTION SHALL BE DONE AT CONTRACTOR'S SOLE EXPENSE. AT COMPLETION OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH TXDOT TO TEST EXISTING IRRIGATION SYSTEM.
  - REMOVE EXISTING CHAINLINK FENCE AS NECESSARY. MATCH EXISTING UPON REPLACEMENT. PROVIDE TEMPORARY FENCING DURING NON-WORKING HOURS.
  - REMOVE AND REPLACE EXISTING CONCRETE CURB IN TREDLOW CT.
  - REMOVE AND REPLACE EXISTING ASPHALT PAVEMENT PER DETAIL 4, SHEET 9.
  - CONTRACTOR SHALL PROTECT EXISTING FIBER OPTIC LINE. CONTRACTOR TO COORDINATE WITH TXDOT DURING CONSTRUCTION IN THIS AREA.
  - PROTECT EXISTING 6" SEWER LINE AND CONNECTIONS TO RESIDENCES, IN TREDLOW CT.
  - REPAIR ANY DAMAGE TO EXISTING SEWER MANHOLE. PROVIDE BYPASS PUMPING IF NECESSARY TO PREVENT INTERRUPTION OF SEWER SERVICE TO RESIDENTS ON TREDLOW CT. NOTIFY RESIDENTS AND EPWU OF ANY INTERRUPTIONS IN UTILITY SERVICE. NO SERVICE INTERRUPTION SHALL LAST MORE THAN 4 HOURS.

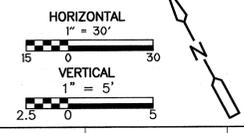
CONTRACTOR TO PROTECT EXISTING TXDOT FIBER OPTIC IN ROW. EXPOSE LINE AHEAD OF PIPE LAYING

CUT AND PLUG EXISTING 36" RCP

FILL EXISTING LINE WITH A PUMPED GROUT SLURRY. SEE SHT. 8 FOR REQUIREMENTS

**BENCHMARK**  
PROJECT BENCHMARK TOP OF CONCRETE AT CORNER  
ELEVATION = 3681.45' (CITY DATUM)  
N 48373.12  
E 41006.03

CONTRACTOR SHALL EXPOSE FIBER OPTIC LINE EVERY 50' TO IDENTIFY ACTUAL LOCATION. 300' AHEAD OF PIPE LAYING CREW. IN ORDER TO ADJUST STORM WATER LINE ALIGNMENT IF NECESSARY FROM STA 5+00 TO STA 7+94±. PROTECT AND SUPPORT THE FIBER OPTIC LINE FOR THE FULL LENGTH OF PROJECT.



REFERENCES - BENCHMARKS

ENGINEER'S SEAL

SCALE: 1" = 30'

HOR. 1" = 30'

VERT. 1" = 5'

DATE: 3/18/07

DESIGN BY: S.A.

DRAWN BY: G.R.

CHECKED BY: S.G.

APPROVED BY: S.A.

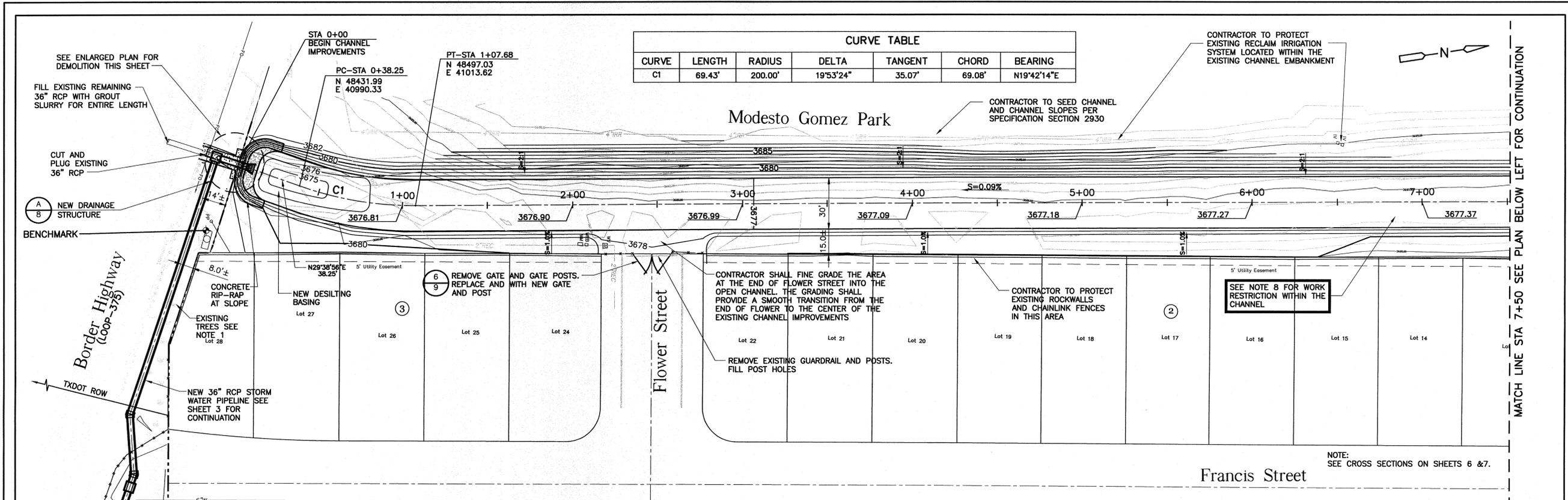
PROJECT NAME: **MODESTO CHANNEL RIVER OUTFALL PROJECT**

CITY OF EL PASO **ENGINEERING**

SHEET TITLE: **PLAN AND PROFILE FROM STA 0+00 TO STA 7+00**

SHEET: 3 OF 12

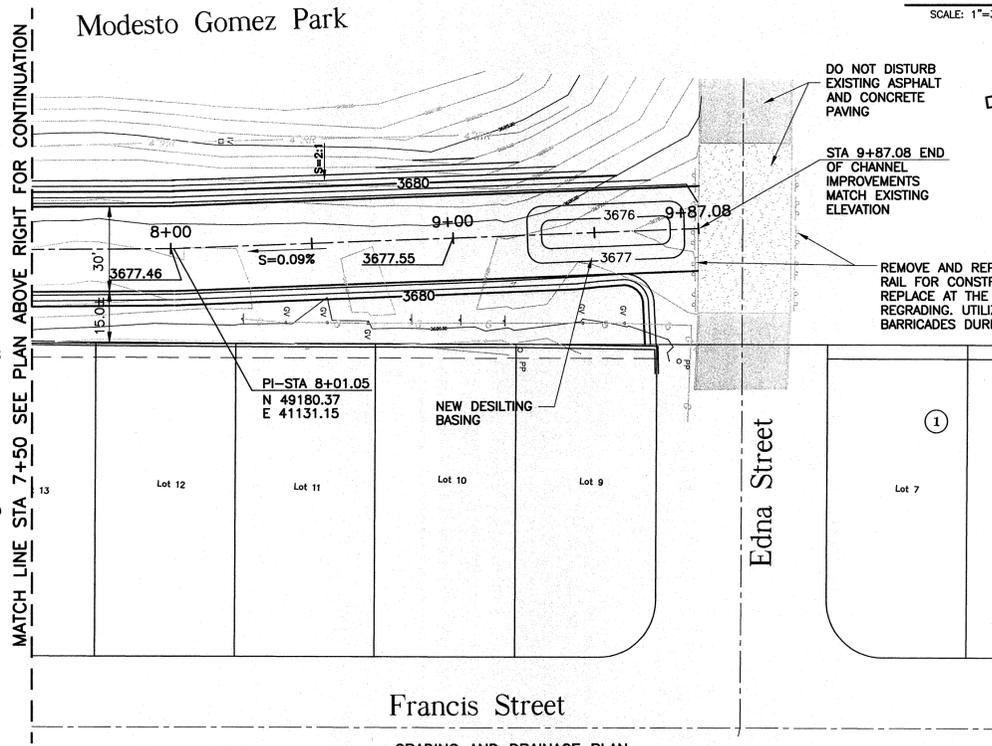
**CDM**  
consulting, engineering, construction, operations  
4110 RIO BRAVO DRIVE, SUITE 201  
EL PASO, TEXAS 79902  
TEL: 915 544-2340 FAX: 915 544-1345



GRADING AND DRAINAGE PLAN

PLAN

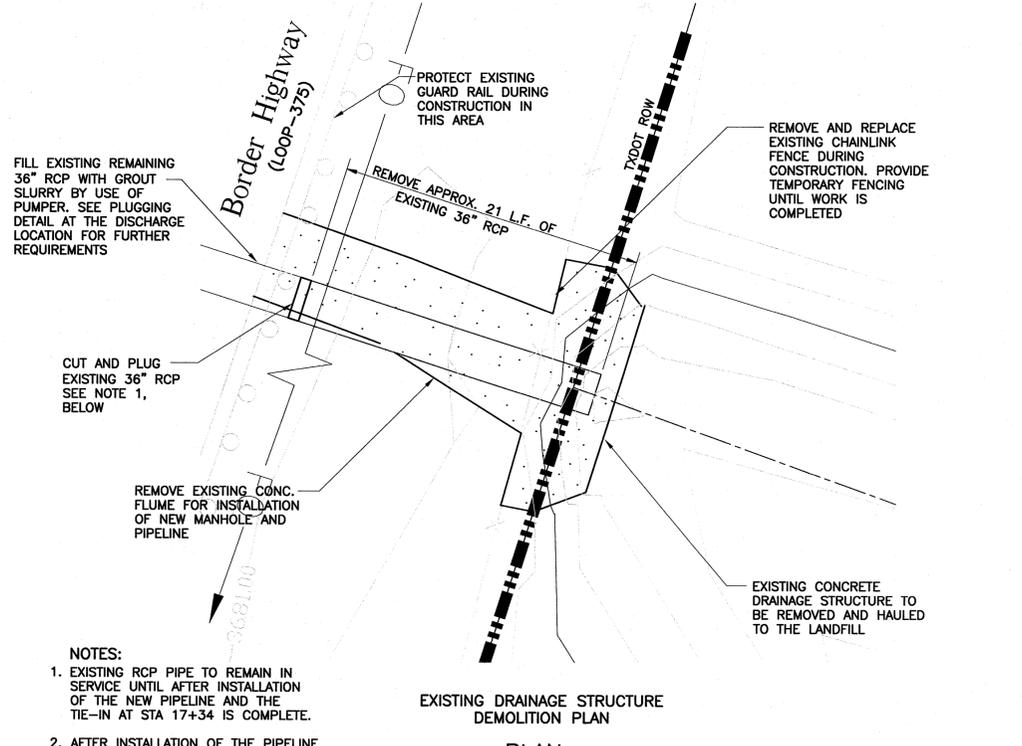
SCALE: 1"=30'



GRADING AND DRAINAGE PLAN

PLAN

SCALE: 1"=30'



EXISTING DRAINAGE STRUCTURE DEMOLITION PLAN

PLAN

SCALE: 1"=6'

- NOTES:**
- CONTRACTOR SHALL PROTECT ALL EXISTING TREES ALONG THE PROJECT ROUTE. ANY TREES THAT DIE DURING THE DURATION OF THE PROJECT, SHALL BE REPLACED WITH SIMILAR TREES OF THE SAME TYPE AT CONTRACTOR'S EXPENSE.
  - DREDGING OF MODESTO CHANNEL SHALL STRICTLY CONFORM TO NEW CONTOURS SHOWN ON DRAWINGS. CARE SHALL BE EXERCISED SO AS NOT TO UNDERCUT OR OTHERWISE DISTURB EXISTING UTILITIES, UNLESS SPECIFIED.
  - DO NOT DISTURB PARK AREA OR EMBANKMENT AREAS, EXCEPT THOSE AREAS SPECIFICALLY BEING REMOVED. ALL EXCAVATED MATERIAL SHALL BE REUSED FOR EMBANKMENT FILL OR BACKFILL ONLY AFTER IT HAS BEEN PROCESSED SUFFICIENTLY AND CLASSIFIED AS TO FILL TYPE AS SPECIFIED IN SECTION 02235.
  - GUARDRAILS LOCATED ALONG EDNA AVENUE SHALL BE REMOVED TO ALLOW ACCESS INTO MODESTO CHANNEL. UPON COMPLETION OF WORK GUARDRAILS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
  - CONTRACTOR SHALL STOCKPILE EXCAVATED MATERIAL NORTH OF EDNA AVENUE WITHIN THE MODESTO CHANNEL, FOR USE IN THE PROJECT, OR TO BE HAULED AWAY.
  - CONTRACTOR SHALL KEEP THE CHANNEL CLEAR WHERE STOCKPILING IS TO OCCUR, TO ALLOW STORM WATER TO FLOW DURING RAIN EVENT.
  - CUT AREAS SHALL BE COMPACTED TO 90% PER ASTM D1557. EMBANKMENT AREAS SHALL BE BUILT UP IN 8" LIFTS, COMPACTED TO 90% PER ASTM D1557. OBTAIN ONE MOISTURE DENSITY CURVE FOR EACH MATERIAL.
  - ALL WORK WITHIN THE CHANNEL INCLUDING THE TIE-IN TO THE PIPELINE IS TO BE PERFORMED AFTER THE END OF THE IRRIGATION SEASON AT THE END OF OCTOBER.

**CDM**  
 consulting, engineering, construction, operations  
 4110 RIO BRAVO DRIVE, SUITE 201  
 EL PASO, TEXAS 79902  
 TEL: 915 544-2340 FAX: 915 544-1345

ENGINEER'S SEAL  
 SCALE: AS SHOWN  
 DATE: 3-15-07  
 DESIGNED BY: S.A.  
 DRAWN BY: G.R.  
 CHECKED BY: S.G.  
 APP'D BY: S.A.

PROJECT NAME  
**MODESTO CHANNEL RIVER OUTFALL PROJECT**

CITY OF EL PASO  
**ENGINEERING**

SHEET TITLE  
**GRADING AND DRAINAGE PLAN**

SHEET  
 2 OF 12



**GENERAL NOTES**

1. GENERAL NOTES AND ABBREVIATIONS APPLY TO ALL SHEETS, EXCEPT WHERE MORE SPECIFIC REQUIREMENTS ARE PROVIDED. SEE INDIVIDUAL DRAWINGS FOR ADDITIONAL ABBREVIATIONS, SYMBOLS, LEGENDS, NOTES, DETAILS, AND OTHER REQUIREMENTS. IN ALL CASES, THE INFORMATION SHOWN ON INDIVIDUAL DRAWINGS SHALL GOVERN OVER ANY GENERAL INFORMATION. NOT ALL LEGEND ITEMS SHOWN MAY BE APPLICABLE TO THIS PROJECT.
2. WRITTEN DISTANCES AND ELEVATIONS SHALL GOVERN OVER SCALED DISTANCES AND ELEVATIONS.
3. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, PROPERTY LINES, SUBSURFACE SOIL OR ROCK CONDITIONS ARE BASED ON BEST AVAILABLE INFORMATION AND ARE NOT WARRANTED TO BE EXACT, NOR IS IT WARRANTED THAT ALL ARE SHOWN. IN PARTICULAR ALL UNDERGROUND GAS LINES, UNDERGROUND AND/OR OVERHEAD ELECTRICAL AND TELEPHONE CABLES, AND POLES, AS WELL AS WATER AND SEWER SERVICE LINES AND IRRIGATION LINES ARE NOT WARRANTED TO BE SHOWN. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY HIS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY EXISTING UTILITIES IN THE PLANNING AND CONDUCTING OF EXCAVATION.
4. CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT FROM DAMAGE ALL EXISTING IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE. ALL IMPROVEMENTS TO REMAIN IN PLACE WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED WITHIN 48 HOURS TO THE ENGINEER'S SATISFACTION AT THE CONTRACTOR'S SOLE EXPENSE.
5. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OF WORK ON THIS PROJECT.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL CITY AND STATE PERMITS NECESSARY FOR THIS PROJECT PRIOR TO COMMENCING CONSTRUCTION.
7. ANY PROPOSED DEVIATIONS FROM THE CONTRACT DOCUMENTS BY THE CONTRACTOR, INCLUDING DRAWINGS AND/OR SPECIFICATIONS, MUST BE ACCEPTED BY THE ENGINEER, IN WRITING, PRIOR TO THE WORK BEING DONE. ANY DEVIATIONS PERFORMED WITHOUT THE ENGINEER'S ACCEPTANCE WILL NOT BE PAID FOR AND MAY HAVE TO BE REDONE OR REMOVED AT THE CONTRACTOR'S EXPENSE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS (DRAWINGS, SPECIFICATIONS, ADDENDA, CHANGE ORDERS, APPROVED SUBMITTALS, ETC.) THE CONTRACTOR SHALL HAVE THE LATEST UPDATED VERSION OF THE ABOVE NAMED DOCUMENTS AT THE WORK SITE AT ALL TIMES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE BY ALL CONTRACTOR PERSONNEL AND SUBCONTRACTOR PERSONNEL WITH APPLICABLE CURRENT STATE, COUNTY, AND CITY REGULATIONS, EPA AND OSHA REQUIREMENTS.
10. THE DESIGN ENGINEER IS NOT RESPONSIBLE FOR THE CONSTRUCTION METHODS OR TECHNIQUES, NOR FOR THE EXECUTION OF THE WORK AS SHOWN ON THESE DRAWINGS. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THE CONTRACTORS OR SUBCONTRACTORS TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS (HORIZONTAL AND VERTICAL) OF ALL PROPERTY LINES, EASEMENTS, EXISTING UTILITIES AND OTHER EXISTING ITEMS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SATISFY THEMSELVES THAT ALL EXISTING UTILITIES AND OTHER ITEMS, WHETHER SHOWN ON THE DRAWINGS OR NOT, HAVE BEEN PROPERLY LOCATED.
12. PRIOR TO THE START OF ANY CONSTRUCTION THE CONTRACTOR SHALL CONTACT ALL UTILITIES. MAKE EXPLORATORY EXCAVATIONS AND INQUIRIES TO DETERMINE THE EXACT LOCATION AND STATUS OF EXISTING UTILITIES AND BURIED STRUCTURES. CONTACT THE ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE DISCOVERED.
13. IF ANY ITEM REQUIRES RELOCATION AND/OR MUST BE TAKEN TEMPORARILY OUT OF SERVICE, THE CONTRACTOR SHALL NOTIFY THE OWNER OF THE ITEM WELL IN ADVANCE (48 HOURS) AND SHALL BE RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE OWNER OF THE ITEM FOR A TIMELY RELOCATION OF THE ITEM.
14. IT'S THE CONTRACTOR RESPONSIBILITY TO OBTAIN AND SECURE A LAY DOWN YARD FOR MATERIALS AND EQUIPMENT, AS WELL AS CONTRACTOR OFFICE FACILITIES, IF NECESSARY.
15. ALL SERVICE LATERALS (WATER AND SANITARY SEWER), IF DISTURBED, SHOULD BE REPLACED FROM PROPERTY LINE TO MAIN AT NO EXTRA COST TO THE OWNER OR THE CITY. MATERIAL AND CONSTRUCTION PROCEDURES SHALL CONFORM WITH LOCAL CODES. PROPERTY OWNER AND EL PASO WATER UTILITIES WILL BE NOTIFIED 7 DAYS PRIOR TO ANY SERVICE OUTAGE. SERVICE WILL BE RESTORED WITHIN 4 HOURS OR AS COORDINATED.
16. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH ALL UTILITIES AND ALL OTHER AFFECTED AGENCIES.
17. ALL EXISTING UTILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE THROUGHOUT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES (INCLUDING SERVICE CONNECTIONS) FROM DAMAGE BECAUSE OF CONSTRUCTION ACTIVITIES. EXISTING UTILITIES (INCLUDING SERVICE CONNECTIONS) DISTURBED DURING CONSTRUCTION SHALL BE REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO THE OWNER.

ENGINEER'S SEAL  
 OF TEXAS  
 LICENSE NO. 87263  
 EXPIRES 12/31/2010  
 DATE 1/19/07  
 FILE

SCALE	AS SHOWN	NONE
HOR. VER.	DATE	DESIGNED BY
	3/19/07	S.A.
		DRAWN BY
		G.R.
		CHECKED BY
		S.A.
		APPROVED BY
		S.A.

PROJECT NAME  
 MODESTO CHANNEL  
 RIVER OUTFALL  
 PROJECT

CITY OF EL PASO  
 ENGINEERING



SHEET TITLE  
 KEY MAP  
 GENERAL NOTES  
 AND SYBLOGS

**PLAN**

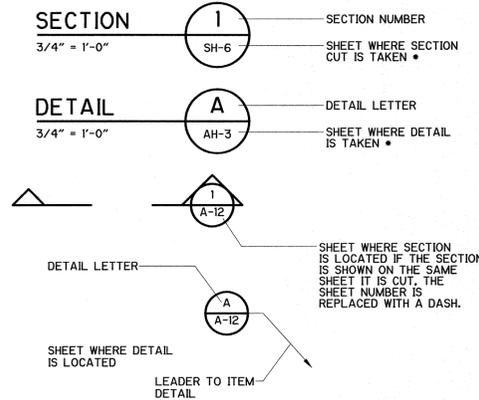
SCALE: 1" = 200'

**HORIZONTAL AND VERTICAL CONTROL**

**POINT DESCRIPTION**

- NGS MONUMENT "CENTRAL 8"  
N 49,995.07, E 39,997.60 ELEV. 3715.61
- BOLT AT EDNA & FRANCIS  
N 49,348.63, E 41,332.62 ELEV. 3679.11
- BOLT AT FREDLOW & DOLAN  
N48,205.90, E 41,636.91 ELEV. 3680.74
- 5/8" REBAR EAST ROW VAL VERDE & BORDERLAND HWY.  
N 48,025.20, E 42,029.67 ELEV. 3682.26

**DRAWING, SECTION AND DETAIL TITLES**



\* IF SECTION, DETAIL, SCHEMATIC OR DIAGRAM IS DRAWN ON THE SAME SHEET FROM WHICH IT ORIGINATES, THE SHEET NUMBER IS REPLACED WITH A DASH. IF THE SECTION IS REFERENCED ON MULTIPLE SHEETS, THE SHEET NUMBER SHOWN INDICATES THE FIRST SHEET FROM WHICH THE SECTION IS TAKEN.

**LEGEND (NEW)**

SYMBOL	FEATURE
[Symbol]	CONCRETE CAST IN PLACE
[Symbol]	DEMOLITION
[Symbol]	GROUT
[Symbol]	GRAVEL
[Symbol]	CENTERLINE
[Symbol]	EARTH FILL
[Symbol]	UNDISTURBED EARTH
[Symbol]	ASPHALT
[Symbol]	BENCH MARK / CONTROL POINT
[Symbol]	NEW 36" STORM DRAIN
[Symbol]	DRAINAGE STRUCTURE
[Symbol]	CONTROL POINT

**AGENCIES CONTACTS**

CDM ENGINEER	STEPHEN AINSA, P.E.	(915) 544-2340
CITY OF EL PASO ENGINEERING	ANA CASTILLO	(915) 541-4200
EL PASO WATER UTILITIES	AMY CASTNER	(915) 594-5647
UNITED STATES BORDER PATROL	JAMES ESTRADA	(915) 526-9144
	JONATHAN D. RICHARDS	(915) 834-8704
	TONY FIERRO	(915) 680-7275
TEXAS GAS SERVICE	RAMON RIVERA	(915) 543-2288
EL PASO ELECTRIC	JOE ORTIZ	(915) 541-4331
CITY OF EL PASO PARKS DEPARTMENT	HAROLD KUTZ, P.E.	(915) 621-6750
CITY OF EL PASO STREETS DEPARTMENT	ALBERT MARTINEZ	(915) 790-4369
TEXAS DEPARTMENT OF TRANSPORTATION	MANNY RUBIO	(915) 832-4137
INTERNATIONAL BOUNDARY AND WATER COMMISSION		

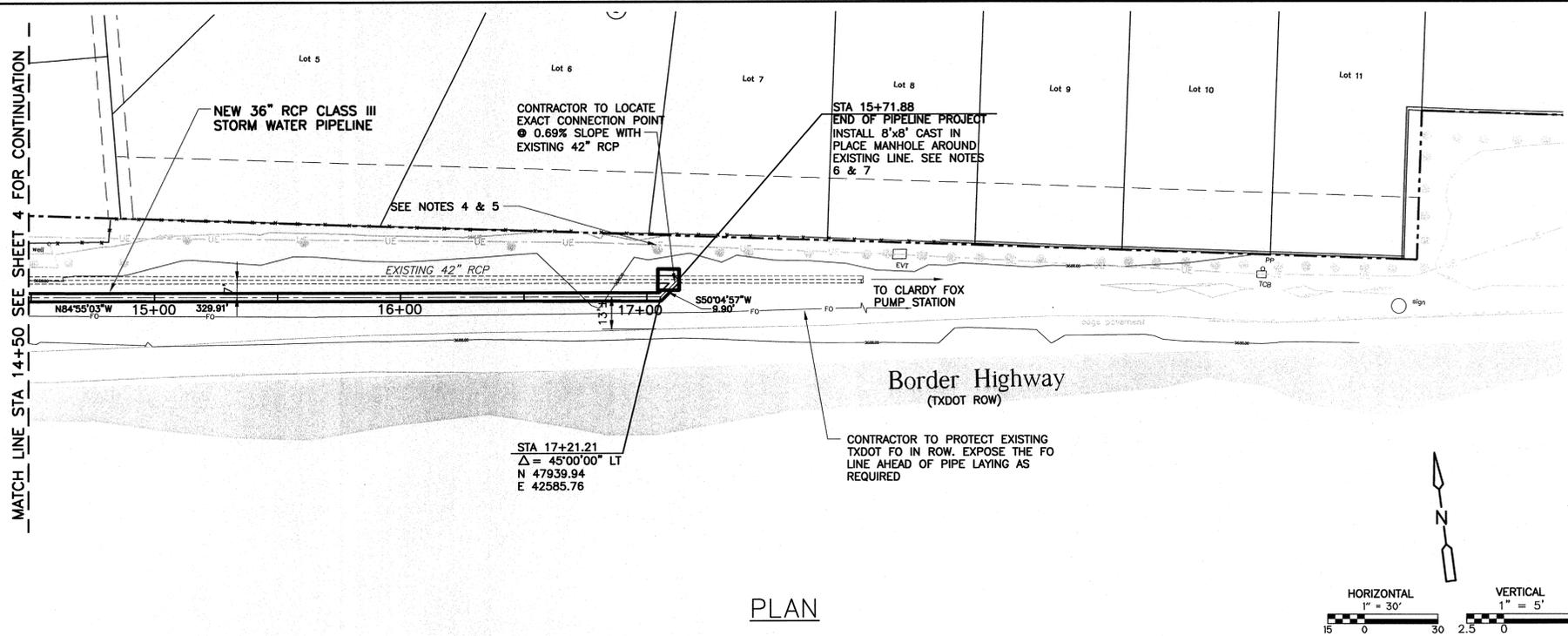
**LEGEND (EXISTING)**

SYMBOL	FEATURE
[Symbol]	SANITARY SEWER LINE
[Symbol]	WATER LINE
[Symbol]	GAS LINE
[Symbol]	OVERHEAD ELECTRIC LINE
[Symbol]	FIBER OPTIC LINE
[Symbol]	UNDERGROUND ELECTRIC LINE
[Symbol]	EXIST RECLAIM WATERLINE
[Symbol]	EXIST IRRIGATION LINE
[Symbol]	GUARD RAIL
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	RECLAIM WATER VALVE
[Symbol]	WATER VALVE BOX
[Symbol]	WATER METER
[Symbol]	POWER POLE
[Symbol]	LIGHT POLE
[Symbol]	ELECTRIC BOX
[Symbol]	EXISTING DRAINAGE EXSTRUCTURE
[Symbol]	CHAIN LINK FENCE
[Symbol]	EASEMENT LINE
[Symbol]	PROPERTY LINE (E)
[Symbol]	TRAFFIC CONTROL BOX
[Symbol]	ELECTRIC VAULT
[Symbol]	GAS LINE SIGN
[Symbol]	IRRIGATION VALVE
[Symbol]	GAS VALVE
[Symbol]	TRANSFORMER
[Symbol]	TELEPHONE MANHOLE
[Symbol]	TELEPHONE RISER
[Symbol]	TELEPHONE MARKER
[Symbol]	SIGN
[Symbol]	PALM TREE
[Symbol]	TREE
[Symbol]	BORE LOCATION
[Symbol]	ELECTRIC AREA
[Symbol]	ROCKWALL

**WARNING!**  
 CONTRACTOR SHALL  
 FIELD LOCATE ALL EXISTING  
 UNDERGROUND IMPROVEMENTS  
 IN PROJECT AREA

**CDM**  
 consulting . engineering . construction . operations  
 4110 RIO BRAVO DRIVE, SUITE 201  
 EL PASO, TEXAS 79902  
 TEL: 915 544-2340 FAX: 915 544-1345

MATCH LINE STA 14+50 SEE SHEET 4 FOR CONTINUATION



PLAN

- NOTES:
- REMOVAL AND REPLACEMENT OF FENCES IS PERMITTED AT THE SOUTH END OF MODESTO CHANNEL, VAL VERDE STREET AND CONCEPCION STREET TO PROVIDE CONTRACTOR ACCESS. TEMPORARY FENCING SHALL BE INSTALLED AT THESE POINTS TO PREVENT ACCESS DURING NON-WORKING HOURS.
  - CONTRACTOR SHALL LOCATE AND VERIFY INVERT OF EXISTING 42" RCP PRIOR TO CONNECTION OF NEW 36" RCP.
  - CONTRACTOR SHALL PROTECT EXISTING 4" ACP LINE AND STORM DRAIN AT CROSSINGS.
  - CONTRACTOR SHALL PROTECT EXISTING TREES DURING CONSTRUCTION. ANY TREE REMOVE DURING CONSTRUCTION SHALL BE REPLACED WITH TREES OF SIMILAR SIZE AND TYPE.
  - CONTRACTOR SHALL PROTECT EXISTING IRRIGATION SYSTEM. REPAIR OR REPLACE ANY IRRIGATION LINES DAMAGED DURING CONSTRUCTION. AT COMPLETION OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH TXDOT TO TEST EXISTING IRRIGATION SYSTEM.
  - CONTRACTOR SHALL BUILD NEW MANHOLE AROUND THE EXISTING 42" RCP LINE. CONSTRUCT OPENING INTO THE EXISTING 42" LINE AFTER INSTALLATION OF THE NEW PIPELINE FROM STATION 0+00 TO THIS TIE-IN LOCATION. REMOVE AND DISPOSE OF ALL RUBBLE RESULTING FROM THIS CONSTRUCTION.
  - CONTRACTOR SHALL COORDINATE WITH THE CITY OF EL PASO FOR REMOVAL OF STANDING WATER WITHIN THE EXISTING 42" PIPELINE. THE CITY WILL REMOVE STANDING WATER BY USE OF THE CLARDY FOX PUMP STATION.

REFERENCES - BENCHMARKS

ENGINEER'S SEAL

SCALE  
HOR. 1" = 30'  
VER. 1" = 5'

PROJECT NAME

CITY OF EL PASO

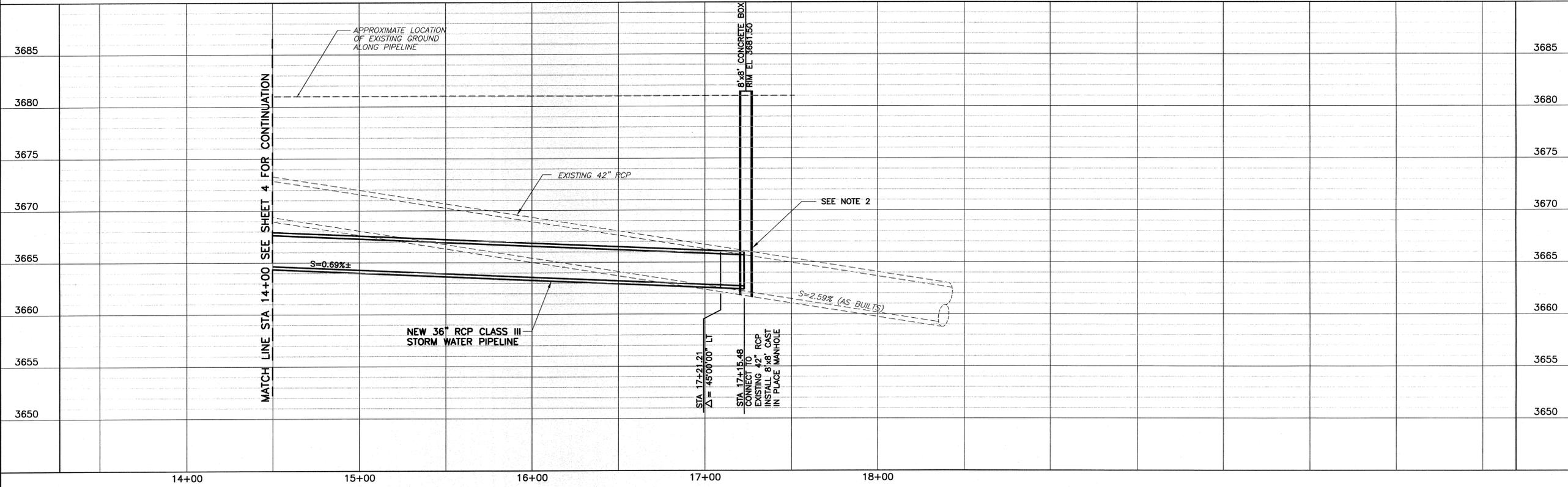


SHEET TITLE

PLAN AND PROFILE FROM STA 14+50 TO STA 17+15.48

SHEET

5 OF 12



PROFILE

**CDM**  
consulting . engineering . construction . operations  
4110 RIO BRAVO DRIVE, SUITE 201  
EL PASO, TEXAS 79902  
TEL: 915 544-2340 FAX: 915 544-1345

DATE	3/19/07
DESIGNED BY	S.A.
DRAWN BY	S.G.
CHECKED BY	S.A.
APP'D BY	S.A.

PROJECT NAME  
MODESTO CHANNEL RIVER OUTFALL PROJECT

CITY OF EL PASO  
ENGINEERING

SHEET TITLE  
PLAN AND PROFILE FROM STA 14+50 TO STA 17+15.48

SHEET  
5 OF 12