

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

**DEPARTMENT:** Engineering Department

**AGENDA DATE:** May 6, 2008

**CONTACT PERSON/PHONE:** R. Alan Shubert, ext. 4423

**DISTRICT(S) AFFECTED:** 1

**SUBJECT:**

That the City Manager be authorized to sign an Electrical Service Agreement with the El Paso Electric Company for the purpose of providing electrical service to the Westside Sports Complex. Said property being more particularly described as a portion of Tract 1A, Nellie D. Mundy Survey No. 240, El Paso County, Texas El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

The Electrical Service Agreement is required in order for El Paso Electric to provide electrical service to the Westside Sports Complex project currently under construction. The project is at a point where the electrical service is needed in order to energize the electrical components of the project. The project is scheduled for completion in the summer of 2008.

**PRIOR COUNCIL ACTION:**

City Council previously awarded a construction contract to Blair Hall Inc. for the construction of the project.

**AMOUNT AND SOURCE OF FUNDING:**

The project is funded by 2000 QOL Bonds, however, no funds are being expended for the Electrical Service agreement.

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

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**RESOLUTION**

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

That the City Manager be authorized to sign an Electrical Service Agreement with the El Paso Electric Company for the purpose of providing electrical service to the Westside Sports Complex. Said property being more particularly described as a portion of Tract 1A, Nellie D. Mundy Survey No. 240, El Paso County, Texas.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

THE CITY OF EL PASO

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

ATTEST:

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

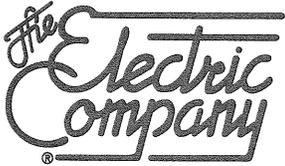
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

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08 APR 29 AM 11:07



El Paso Electric

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

April 24, 2008

City of El Paso  
Westside Sports Complex  
2 Civic Center Plaza  
El Paso, TX 79901

Dear City of El Paso:

**THREE PHASE ELECTRIC SERVICE FOR WESTSIDE SPORTS COMPLEX  
LOCATED AT 201 ISELA RUVALCABA IN EL PASO, TEXAS.**

This Letter of Agreement (Agreement) summarizes the terms under which El Paso Electric Company agrees to provide the extension of electric service to the above-named location by way of an underground distribution system, hereinafter 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."

II. Location

The Customer has requested the Company to install an 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 the Company drawing. Any future extension of service to additional buildings or property not reflected in Exhibit A attached hereto will be negotiated by a separate agreement.

## III. Type of Service

1. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pull boxes, 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 cables from the secondary terminals of our transformer(s) to and within the building. The transformer(s) can accommodate a maximum of **four 500 MCM** conductors per phase. Should the Customer's secondary conductors exceed this limit, then the Customer shall provide, install, own and maintain a padmounted secondary bus enclosure approved by the Company 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 transformer(s) without splices and shall be installed as shown on the attached Company DSU 440, Sheet 1 of 2 and notes, marked **Exhibit "B"**, and incorporated herein the same as if fully set out herein.

The Underground System for this project as covered in this Agreement will be **277/480** volt, **three phase, four wire**. Two padmounted transformers, **300 KVA** and **75 KVA**, will be installed to serve the Customer's electrical load.

Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the transformer(s) from vehicular traffic in accordance with the attached Company DSU 520, sheets 1 and 2 of 2, marked **Exhibit "C"** and incorporated herein the same as if fully set out herein.

2. 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.
3. 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.
4. 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.

5. 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.
6. The Underground System will not be energized until all construction of electric facilities has been completed and appropriate inspections have been made to insure safe and reliable operation.
7. The Customer's electrical contractor shall contact the Company's Energy Services Representative for the necessary metering information and confirmation of the point of service.

#### IV. Other Conditions

1. Installation of the Underground System is subject to the Company securing firm easements and rights-of-way by dedication or at the nominal cost of one dollar (\$1.00). It is understood that the Customer will need to provide all necessary property irons or acceptable markings so that the Underground System and related facilities can be properly located in the easements.
2. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.
3. **Mr. Joe Najera**, Company Underground Construction Inspector, phone **543-4147**, will act as the representative for the Company in coordination, inspection and other liaison work during the field construction of the Underground System and related facilities. This Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach agreement on any item under discussion, the matter shall be referred to a designated Principal of

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the Customer and the Company's Coordinator of Line Extension Process for amicable and mutually satisfactory settlement.

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. To the fullest extent permitted by applicable law, the Customer agrees to indemnify and save Company, its directors, officers, agents, representatives, employees, contractors or subcontractors from such liability, loss, cost or expense, including, but not limited to, attorney's fees, resulting from any injury to persons (including death) or damages or destruction of property resulting from the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the extent such liability, loss, cost or expense is attributable to the negligence of Company, its directors, officers, agents, representatives, employees, contractors or subcontractors.

Should any person make a claim or institute suit for any damage to property or injury to persons (including death at any time resulting therefrom) as a result of the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the proportional extent such claim or suit has its basis in the negligence of Company, its directors, officers, agents, representatives, employees, contractors, or subcontractors, the Customer agrees to assume the defense of any action at law or in equity which may be brought against Customer, Company, the directors, officers, agents, representatives, employees, contractors or subcontractors of same, and to pay all costs, expenses (to include attorney's fees and indirect or consequential damages) and judgments that may be rendered in any such claim or suit.

6. 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 stated herein.
7. This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties

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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.

8. The **Assistant Territorial Planner** in charge of this project is **Mr. Damian Lamas**, phone **543-5813**.
9. Please sign and return the original and one copy of this Agreement.

Sincerely,



Supervisor's Name: FRANCISCO MELENDEZ  
Supervisor's Title: SUPERVISOR DISTRIBUTION DESIGN

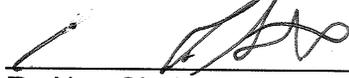
Accepted: City of El Paso

By: \_\_\_\_\_

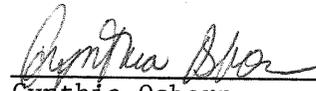
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Content:

  
\_\_\_\_\_  
R. Alan Shubert  
City Engineer

APPROVED AS TO FORM:

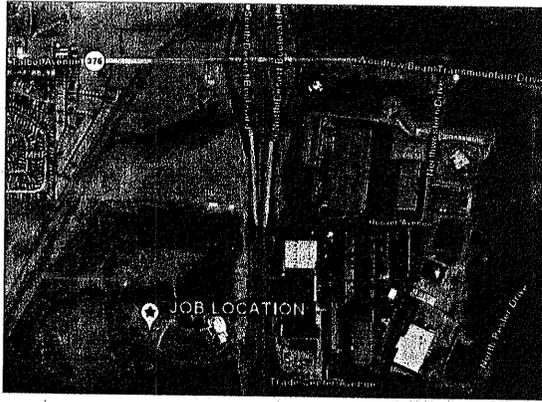
  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

Project  
Coordinator: \_\_\_\_\_

Telephone  
Number: \_\_\_\_\_

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LOCATION MAP



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LEGAL

PORTION OF TRACT 1A  
NELLIE D. MUNDY SURVEY NO. 240  
CITY OF EL PASO  
EL PASO COUNTY, TEXAS

WORK ORDER NO.: DT004022  
 WORK REQUEST NO.: 4022  
 DISTRIBUTION MAP: 392-324  
 LOCATION INDEX: 3952-3268  
 SCHOOL DISTRICT: 081  
 FEEDER: MON-24, MON-26  
 ENGINEER/PLANNER: DAMIAN LAMAS  
 OFFICE PHONE: (915) 543-5813  
 MOBILE PHONE: (915) 525-4648

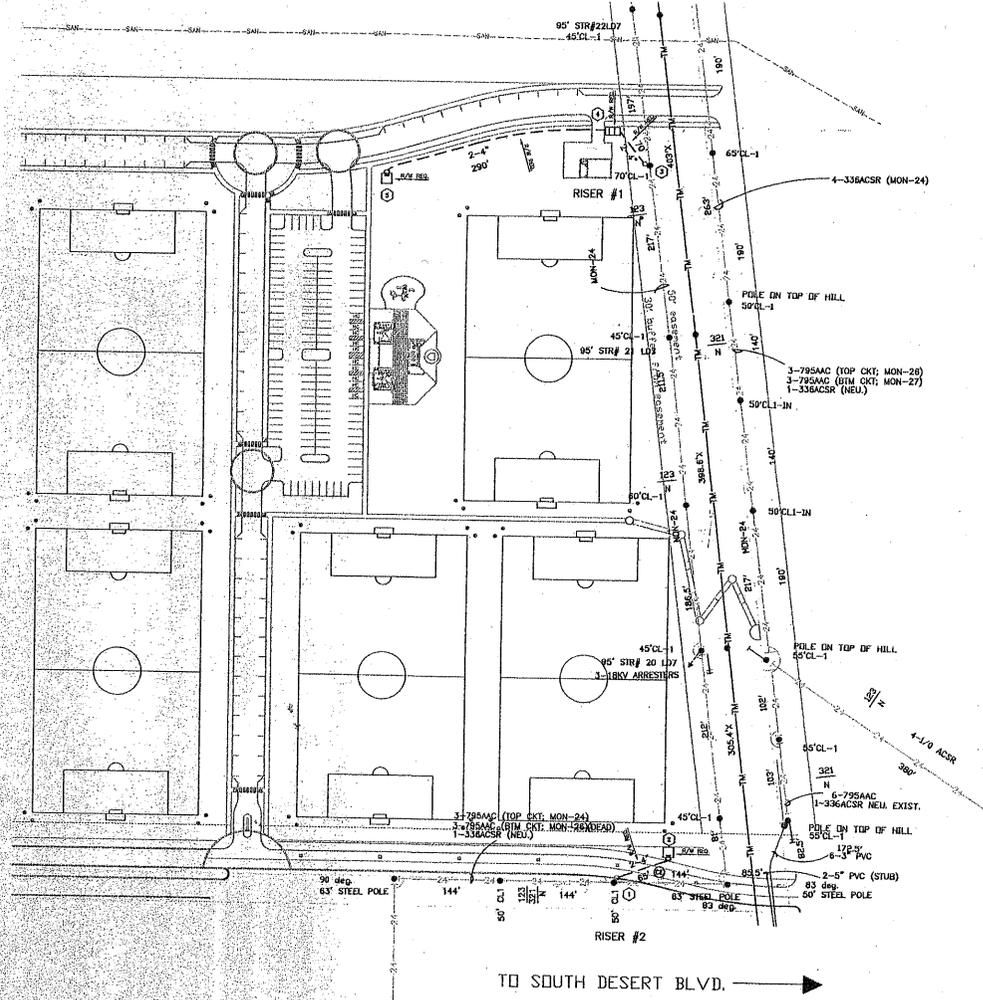
NOTES:

1. PRIMARY DUCTS ARE 2-4" PVC & SECONDARY DUCTS ARE 1-3" PVC UNLESS OTHERWISE NOTED.
2. PRIMARY CONDUCTOR IS 25KV, 1/0 AL JCN UNLESS OTHERWISE NOTED.
3. INSTALL GROUND RODS IN ALL BOXES WITH J'S, TRANSFORMERS, ARRESTERS, SPLICES AND AT ALL RISERS.
4. IF GROUND ROD CAN NOT BE DRIVEN LAY 100' OF #2CU IN THE TRENCH FOR EACH EQUIPMENT BOX.
5. CONCRETE ENCASE PRIMARY DUCT STREET CROSSINGS FROM CURB TO CURB.
6. THE CONTRACTORS WILL BE RESPONSIBLE FOR THE SPOTTING OF AND COORDINATION WITH ALL OTHER UTILITIES.
7. BACKFILL TO BE COMPACTED TO 90% OF SURROUNDING SOIL.

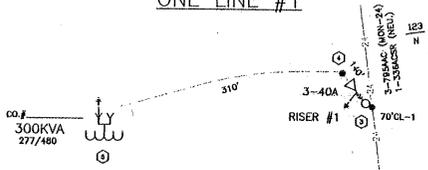
UNDERGROUND STRUCTURAL LEGEND

INSTALL	RISER	EXISTING
□	80"x44" PULLBOX ASS'Y "A"	⊕
⊕	80"x44" PULLBOX ASS'Y "D"	⊕
---	CONCRETE ENCASE PRIMARY DUCT	⊕

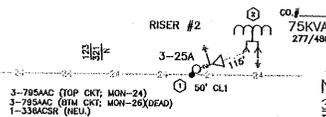
NOTE:  
 12'x16" EASEMENT FOR TRANSFORMERS (ASSEMBLY D).  
 10' EASEMENT FOR PRIMARY UNDERGROUND FACILITIES



ONE LINE #1



ONE LINE #2



NOTE:  
 30 RISER TO BE CONNECTED TO TOP CIRCUIT.  
 BOTTOM CIRCUIT IS DEAD.

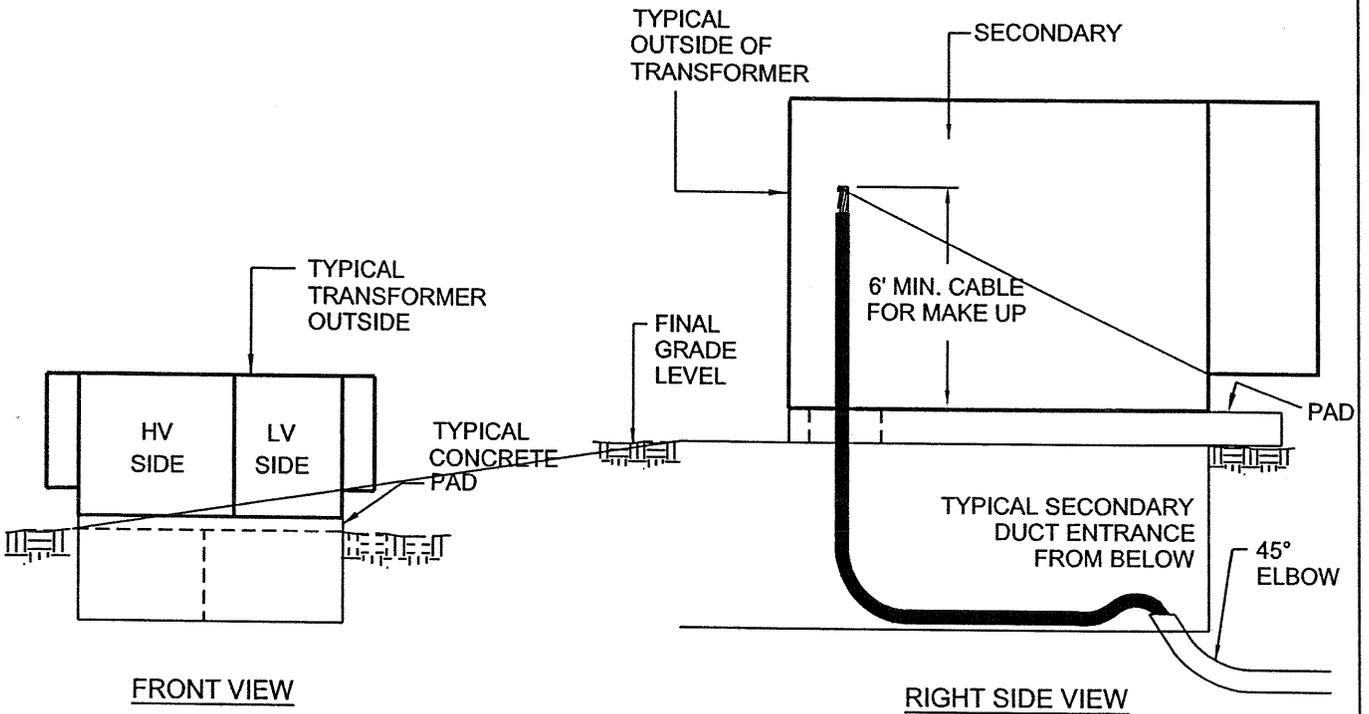
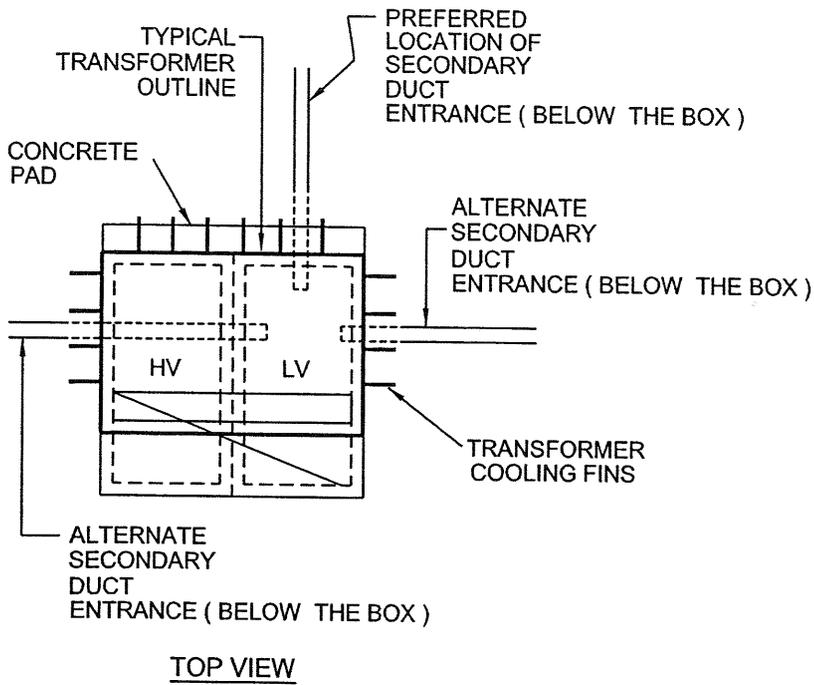


WESTSIDE SPORTS COMPLEX

ENGINEERING
DRAWN BY DAMIAN LAMAS
DATE 08/13/2007
SCALE 1"=100.00'
CITY OF EL PASO
EL PASO, TEXAS
DT004022

EXHIBIT A

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# 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

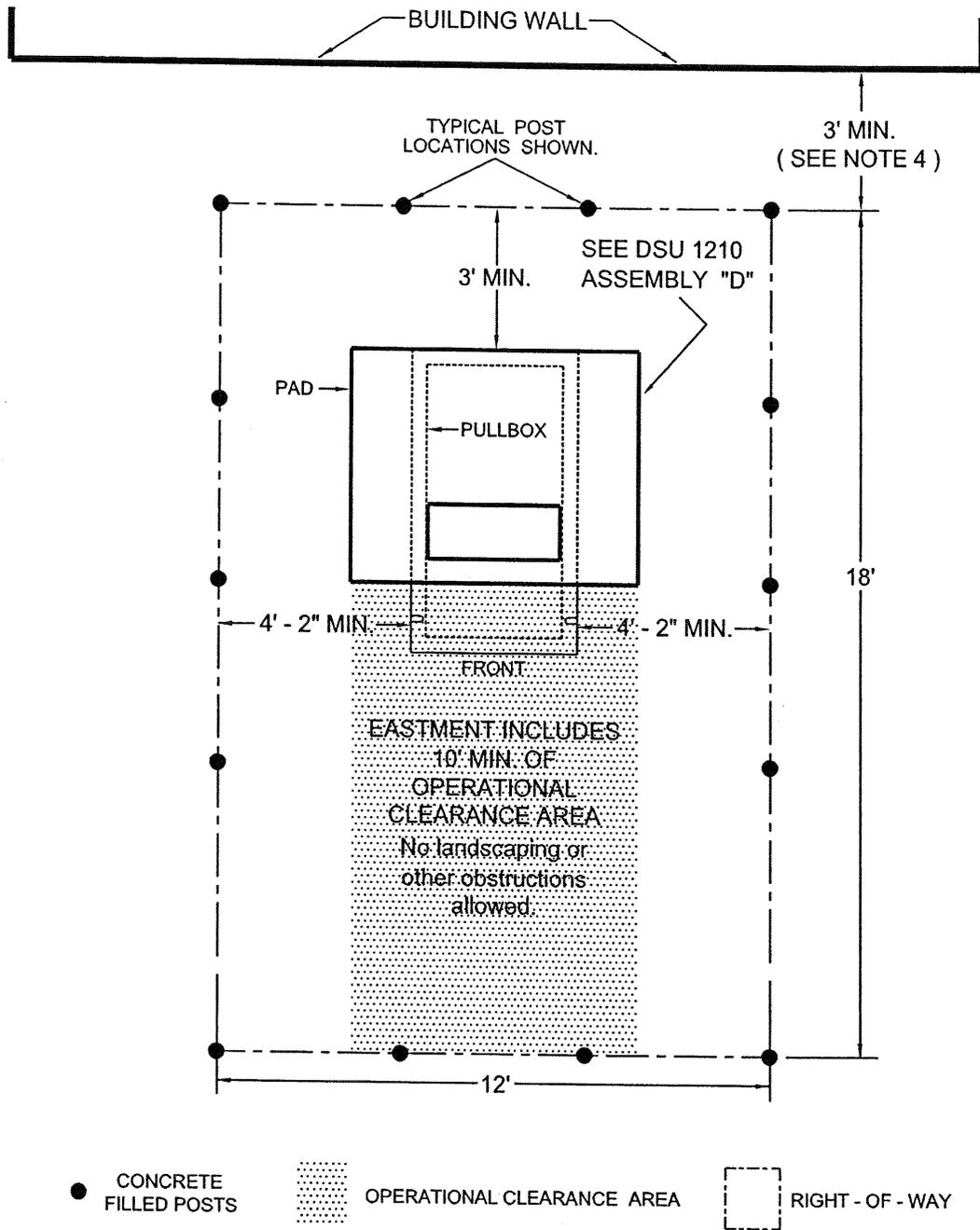
NOTES:

- 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.

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**EXHIBIT B**

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# EXHIBIT C

## CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS FOR 3 Ø PADMOUNT TRANSFORMERS 300 KVA AND BELOW

ORIG. DATE: 11/05/72  
REV. DATE: 06/18/06

EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 520  
PAGE 1 OF 2

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 "D" FOR 3Ø 300 KVA AND BELOW 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 12' X 18' IS REQUIRED.
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.

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**EXHIBIT C**