

CITY CLERK DEPT.
2017 MAY 23 AM 10:30

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

DEPARTMENT: El Paso Water Utilities Public Service Board

AGENDA DATE: May 30, 2017, Consent Agenda

CONTACT PERSON/PHONE: Cynthia Osborn, EPWater Real Estate Manager and Counsel, 594-5636

DISTRICT(S) AFFECTED: 8

SUBJECT: APPROVE the following Resolution

That the City Manager be authorized to sign a Multiple Use Agreement between the CITY OF EL PASO, on behalf of the EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, and the STATE OF TEXAS on behalf of the TEXAS DEPARTMENT OF TRANSPORTATION to permit the removal and replacement of a portion of TxDOT's sound barrier wall and the construction, maintenance and operation of an 8'X8' concrete box culvert at Loop 375 West (Cesar E. Chavez Border Hwy) and Val Verde St. (District 8).

El Paso Water Utilities, Cynthia Osborn, Real Estate Manager and Counsel. (915) 594-5636.

BACKGROUND / DISCUSSION:

In conjunction with the City of El Paso's Flower Street & Drainage Improvement Project, EPWater will be upgrading their stormwater facilities to add a concrete box culvert under TxDOT's sound barrier wall at Loop 375 West (Cesar E. Chavez Border Hwy) near Val Verde St. At the conclusion of the project, the City will maintain the street improvements, EPWater will maintain the concrete box culvert and TxDOT will maintain the sound barrier wall. The Multiple Use Agreement with TxDOT permits the removal and reconstruction of the sound barrier wall and the construction of the box culvert on TxDOT right of way and grants EPWater access to TxDOT right of way for the necessary maintenance of the box culvert and also sets out the duties and responsibilities of the parties. One of the conditions of the Multiple Use Agreement is that the governing body for the City of El Paso enter a Resolution authorizing the City's participation in the agreement with the State.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, on August 25, 2015, Council approved a similar Multiple Use Agreement between the City of El Paso and the Texas Department of Transportation which allowed the City, by and through the El Paso Water Utilities, to construct, maintain and operate a stormwater gravity line under IH-10 at Piedras as part of the Magnolia Pump Station Stormwater Project. The purpose of the

Magnolia Stormwater Gravity Line project was to mitigate and manage stormwater runoff at IH-10 and was part of the recommendations in the Stormwater Master Plan.

AMOUNT AND SOURCE OF FUNDING: Authorizing the City Manager to sign the Multiple Use Agreement will have no cost implication to the City of El Paso. The Multiple Use Agreement will allow EPWater to operate and maintain the EPWater drainage facilities that will be constructed on TxDOT property. For the Flower Street and Drainage Improvement Project, the City will pay for its portion of the project and EPWater will reimburse the City for the EPWater drainage facilities that will be constructed as part of the City project. EPWater's portion of the project has been approved as part of EPWater's Stormwater CIP budget for City projects.

BOARD / COMMISSION ACTION:

None required. The President/CEO of EPWater is authorized to sign Multiple Use Agreements with TxDOT provided that the agreements do not require funding from EPWater and do not require conveyance of property or land.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT CYNTHIA OSBORN AT 594-5636 TO PICK UP THE DOCUMENTS. THANK YOU.

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**, on behalf of the **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD**, and the **STATE OF TEXAS**, on behalf of **THE TEXAS DEPARTMENT OF TRANSPORTATION**, to permit the removal and replacement of a portion of a TxDOT sound barrier wall and the construction, maintenance and operation of a concrete box culvert in the TxDOT right of way at Loop 375 West (Cesar E. Chavez Border Hwy) near Val Verde Street.

Approved and adopted this ___ day of _____ 2017.

CITY OF EL PASO

ATTEST:


Oscar Leeser
Mayor

Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Cynthia Osborn
El Paso Water Utilities
Real Estate Manager and Counsel



MULTIPLE USE AGREEMENT

CITY CLERK DEPT.
2017 MAY 23 PM 5:11

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 on behalf of El Paso Water Utilities Public Service Board, 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. _____ 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 Concrete box culvert and removal and construction of sound barrier wall on the highway right of way, (ROADWAY _____ SL 375 CONTROL SECTION NO. 255-04). (General description of area including either the control number or GPS coordinates.)
Latitude: 31.7553, Longitude: -106.4316

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.

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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 as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

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. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City _____ shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the EPWater _____ and found not to comply with ADA or TAS shall be corrected at the entire expense of the _____ City _____.

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 1¹/₂ 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.

5. RESPONSIBILITIES

Timely maintenance, repair 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. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. 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.

If the State determines that City _____ has failed to comply with these responsibilities, it will perform the necessary work and charge City _____ the actual cost of the work.

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.

A. Retention Period. The _____ City _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The _____ City _____ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the _____ City _____ for the use of the facility under this agreement, the _____ City _____ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the _____ City _____ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City _____'s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

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 and _____ City _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

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

~~_____ AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.~~

~~DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR _____, THE _____ (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.~~

~~SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED. SEE ATTACHED SHEET FOR ITEM 12.~~

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

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. Furthermore, the _____ City _____ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

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, repair and operation of the facility. _____ City's Contractor _____ shall include TxDOT as an additional insured by endorsement in _____ City's Contractor _____ 's commercial general liability insurance policy. 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) or appropriate certificate of self-insurance 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.

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 grounds 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.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

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

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	El Paso Water Utilities Public Service Board
Maintenance Division	Utility Chief Technical Officer
125 East 11th Street	1154 Hawkins Blvd.
Austin, Texas 78701-2483	El Paso, Texas 79961-0511

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, 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 the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

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)

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

City of El Paso on behalf of El Paso Water Utilities Public Service Board
(Name of other party)

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.

By: _____
Signature

Tommy Gonzalez
Printed Name

City Manager
Title

Agency

By: _____
Director, Maintenance Division

Printed Name

Date

El Paso Water, R. Alan Shubert, 915-594-5644
Contact Office and Telephone No.

APPROVAL RECOMMENDED:

Approved As To Form:

District Engineer

Printed Name

Theresa Cullen
Deputy City Attorney

Date

Approved As To Content:



Cynthia Osborn
EPWU, Real Estate Manager and Counsel

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12. LIABILITY (Revised)

The parties agree that neither party is an agent, servant or employee of the other party, and that it is responsible for its own acts and deeds and for those of its agents or employees.

To the extent permitted by Texas law, the City agrees that it is responsible, to the exclusion of any such responsibility of the State, its agents and employees, for any and all liability, suits, actions, and claims for any and all injuries or damages sustained by any person or property to the extent that they are caused by its negligent acts or omissions and the negligent acts or omissions of its employees, professional consultants, contractors, and agents, during their performance of work and in consequence with the performance of the design, construction, maintenance and operation of the facility, as determined by a court of competent jurisdiction. The City is not responsible for any liability, suits, actions, and claims for any and all injuries or damages sustained by any person or property to the extent that they are caused by the negligent act of any other entity, including the State, its employees, professional consultants, contractors, and agents. Such responsibility includes but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended."

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 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.

EXHIBIT A



FILE NAME: X:\201566940\5BIM\CADD\1_CIVIL\CLARDY FOX TXDOT\PER.mxd LAYOUTNAME: Layout1 PRINTED: Monday, February 06, 2017 - 2:21:54 PM USER: EPJefar

**EL PASO WATER UTILITIES
CLARDY FOX PUMP STATION
IMPROVEMENTS
(CONTROL SECTION 2552-04)**



Date: 2-6-2017
Sheet: EXHIBIT A

EXHIBIT B



ROMAN BUSTILLOS, P.E.
President
RANDY J. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
ISAAC CAMACHO, R.P.L.S.
Survey Manager
TBPE Reg. No. F-737
THPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Utility Easement"

A 1.4247 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of the Chamizal Border Highway (Loop 375, Project No. CBH-L-375(2)) right-of-way adjacent to Blocks 17 and 18, Val Verde Addition and Block 1, Clardy-Fox Subdivision, Unit Three and being more particularly described by metes and bounds as follows:

COMMENCING for reference at square bolt found at the centerline intersection of Flower Drive (60 feet wide) and Dolan Street (50 feet wide); *WHENCE*, a railroad spike found at the centerline intersection of Flower Drive and Val Verde Street (58.3 feet wide) bears South 85°10'17" East, a distance of 331.95 feet; *THENCE*, leaving the centerline intersection of Flower Drive and Dolan Street, South 04°24'05" East, a distance of 372.13 feet to a point within the Chamizal Border Highway right-of-way for the *POINT OF BEGINNING* of the parcel herein described;

THENCE, South 80°20'49" East, a distance of 403.66 feet to an angle point;

THENCE, South 81°00'43" East, a distance of 16.98 feet to an angle point;

THENCE, South 52°29'46" East, a distance of 18.44 feet to an angle point;

THENCE, South 80°40'25" East, a distance of 232.91 feet to an angle point;

THENCE, North 11°00'43" East, a distance of 9.68 feet to an angle point;

THENCE, South 79°45'54" East, a distance of 518.18 feet to an angle point;

THENCE, South 80°23'55" East, a distance of 156.02 feet to the northeast corner of the parcel herein described;

THENCE, South 15°00'00" West, a distance of 19.31 feet to the southeast corner of the parcel herein described;

THENCE, North 83°22'38" West, a distance of 200.00 feet to an angle point;

THENCE, North 83°22'21" West a distance of 281.12 feet to an angle point;

THENCE, North 83°20'04" West, a distance of 264.97 feet to the beginning of a non-tangent curve to the right;

THENCE, following the arc of said non-tangent curve to the right having a radius of 2342.25 feet, a central angle of 09°12'30", an arc length of 376.44 feet and whose long chord bears North 79°46'34" West, a distance of 376.03 feet to the end of said non-tangent curve to the right;

THENCE, North 73°38'11" West, a distance of 106.74 feet to an angle point;

THENCE, North 70°59'53" West, a distance of 106.74 feet to the southwest corner of the parcel herein described;

THENCE, North 10°28'16" West, a distance of 21.21 feet to the **POINT OF BEGINNING**.

Said parcel containing 1.4247 acres (62,059.4 square feet), more or less, and being subject to all easements of record.



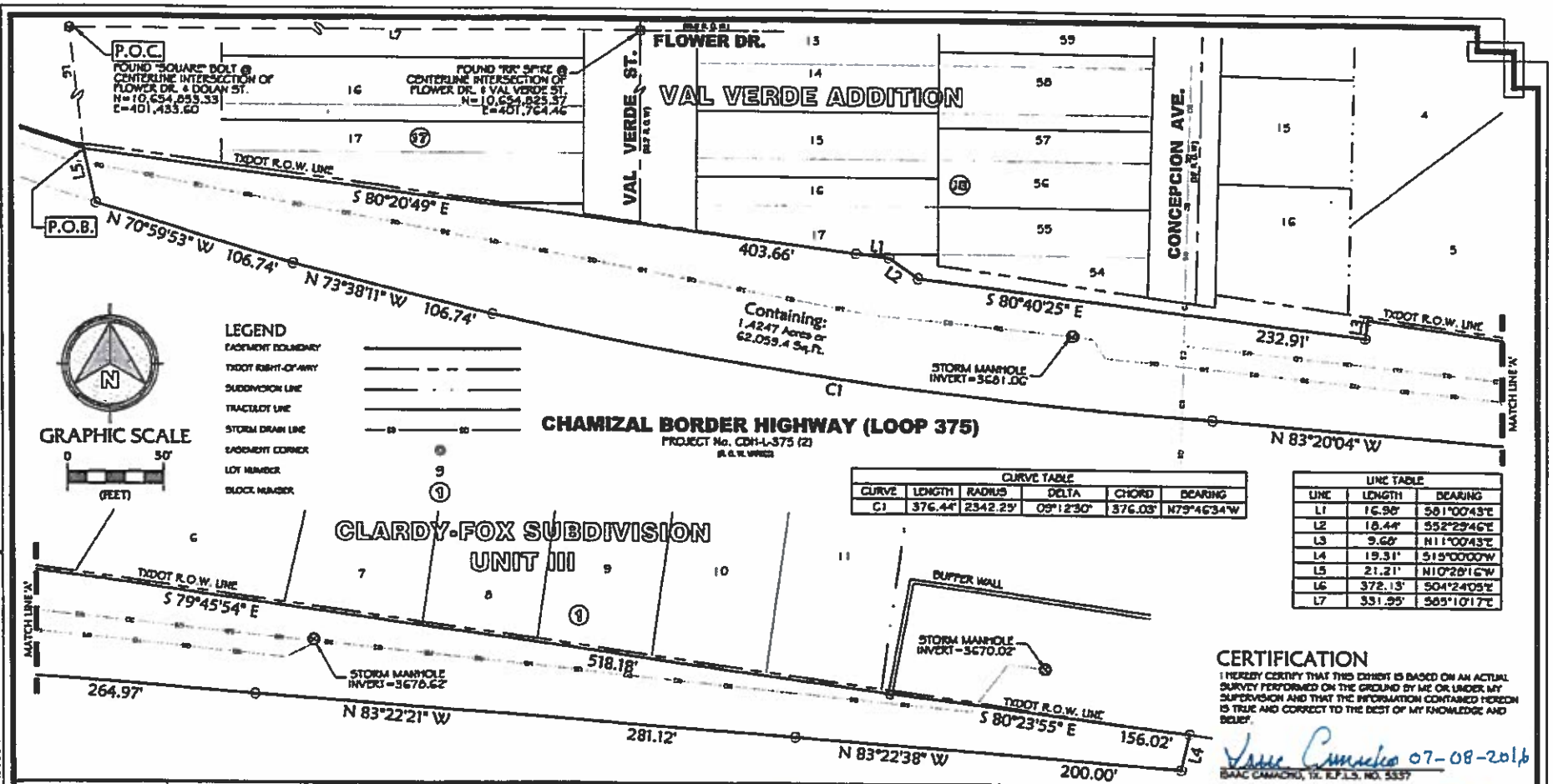
Isaac Camacho, TX R.P.L.S. No. 5337

Date: July 8, 2016

06884-024A Easement Desc



14 OCT 2016 - 2:01 pm
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- LEGEND**
- FACTORY BOUNDARY
 - TxDOT RIGHT-OF-WAY
 - SUBDIVISION LINE
 - TRACT/LOT LINE
 - STORM DRAIN LINE
 - EASEMENT CORNER
 - LOT NUMBER
 - BLOCK NUMBER

CHAMIZAL BORDER HIGHWAY (LOOP 375)
 PROJECT No. CDH-L-375 (2)
 (R.O.W. WIDTH)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	376.44'	2342.25'	09°12'30"	376.03'	N79°46'34"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.90'	S81°00'43"E
L2	18.44'	S52°29'46"E
L3	9.60'	N11°00'43"E
L4	19.31'	S19°00'00"W
L5	21.21'	N10°28'16"W
L6	372.13'	S04°24'05"E
L7	331.95'	S69°10'17"E

CERTIFICATION
 I HEREBY CERTIFY THAT THIS EXHIBIT IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Isaac Camacho 07-08-2016
 ISAAC CAMACHO, T.L. E.P.L.S. NO. 5337

DRAWN BY: J.R.
 APPROVED BY: I.C.
 DATE: 07/07/2016
 SHEET: 1 OF 1
 JOB NO. 06604-024A

R.O.W. EASEMENT EXHIBIT

A PORTION OF CHAMIZAL BORDER HIGHWAY (LOOP 375),
 CITY OF EL PASO, EL PASO COUNTY, TEXAS.

NO.	DATE

B BROCK & BUSTILLOS INC.
 CONSULTING CIVIL ENGINEERS
 LAND SURVEYORS
 TBP REG. NO. F-737

417 EXECUTIVE CENTER
 EL PASO, TX 79902
 PH (915) 542-4900
 FAX (915) 542-2667
 www.brockbustillos.com



EXHIBIT C

WARNING! BEFORE YOU DIG?

CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO ANY EXCAVATION TO OBTAIN LOCATION OF EXISTING UTILITIES. PROCEED WITH CAUTION DURING CONSTRUCTION WORK.

GENERAL NOTES: SEE SHEET C-44 FOR UTILITY LOCATIONS. SEE SHEET C-45 FOR UTILITY LOCATIONS. SEE SHEET C-46 FOR UTILITY LOCATIONS. SEE SHEET C-47 FOR UTILITY LOCATIONS. SEE SHEET C-48 FOR UTILITY LOCATIONS. SEE SHEET C-49 FOR UTILITY LOCATIONS. SEE SHEET C-50 FOR UTILITY LOCATIONS. SEE SHEET C-51 FOR UTILITY LOCATIONS. SEE SHEET C-52 FOR UTILITY LOCATIONS. SEE SHEET C-53 FOR UTILITY LOCATIONS. SEE SHEET C-54 FOR UTILITY LOCATIONS. SEE SHEET C-55 FOR UTILITY LOCATIONS. SEE SHEET C-56 FOR UTILITY LOCATIONS. SEE SHEET C-57 FOR UTILITY LOCATIONS. SEE SHEET C-58 FOR UTILITY LOCATIONS. SEE SHEET C-59 FOR UTILITY LOCATIONS. SEE SHEET C-60 FOR UTILITY LOCATIONS. SEE SHEET C-61 FOR UTILITY LOCATIONS. SEE SHEET C-62 FOR UTILITY LOCATIONS. SEE SHEET C-63 FOR UTILITY LOCATIONS. SEE SHEET C-64 FOR UTILITY LOCATIONS. SEE SHEET C-65 FOR UTILITY LOCATIONS. SEE SHEET C-66 FOR UTILITY LOCATIONS. SEE SHEET C-67 FOR UTILITY LOCATIONS. SEE SHEET C-68 FOR UTILITY LOCATIONS. SEE SHEET C-69 FOR UTILITY LOCATIONS. SEE SHEET C-70 FOR UTILITY LOCATIONS. SEE SHEET C-71 FOR UTILITY LOCATIONS. SEE SHEET C-72 FOR UTILITY LOCATIONS. SEE SHEET C-73 FOR UTILITY LOCATIONS. SEE SHEET C-74 FOR UTILITY LOCATIONS. SEE SHEET C-75 FOR UTILITY LOCATIONS. SEE SHEET C-76 FOR UTILITY LOCATIONS. SEE SHEET C-77 FOR UTILITY LOCATIONS. SEE SHEET C-78 FOR UTILITY LOCATIONS. SEE SHEET C-79 FOR UTILITY LOCATIONS. SEE SHEET C-80 FOR UTILITY LOCATIONS. SEE SHEET C-81 FOR UTILITY LOCATIONS. SEE SHEET C-82 FOR UTILITY LOCATIONS. SEE SHEET C-83 FOR UTILITY LOCATIONS. SEE SHEET C-84 FOR UTILITY LOCATIONS. SEE SHEET C-85 FOR UTILITY LOCATIONS. SEE SHEET C-86 FOR UTILITY LOCATIONS. SEE SHEET C-87 FOR UTILITY LOCATIONS. SEE SHEET C-88 FOR UTILITY LOCATIONS. SEE SHEET C-89 FOR UTILITY LOCATIONS. SEE SHEET C-90 FOR UTILITY LOCATIONS. SEE SHEET C-91 FOR UTILITY LOCATIONS. SEE SHEET C-92 FOR UTILITY LOCATIONS. SEE SHEET C-93 FOR UTILITY LOCATIONS. SEE SHEET C-94 FOR UTILITY LOCATIONS. SEE SHEET C-95 FOR UTILITY LOCATIONS. SEE SHEET C-96 FOR UTILITY LOCATIONS. SEE SHEET C-97 FOR UTILITY LOCATIONS. SEE SHEET C-98 FOR UTILITY LOCATIONS. SEE SHEET C-99 FOR UTILITY LOCATIONS. SEE SHEET C-100 FOR UTILITY LOCATIONS.



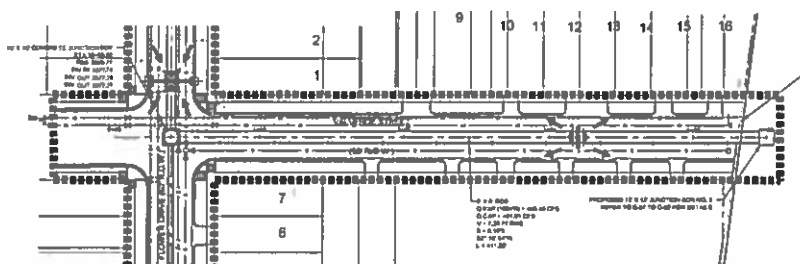
GRAPHIC SCALE
1" = 10'

LEGEND

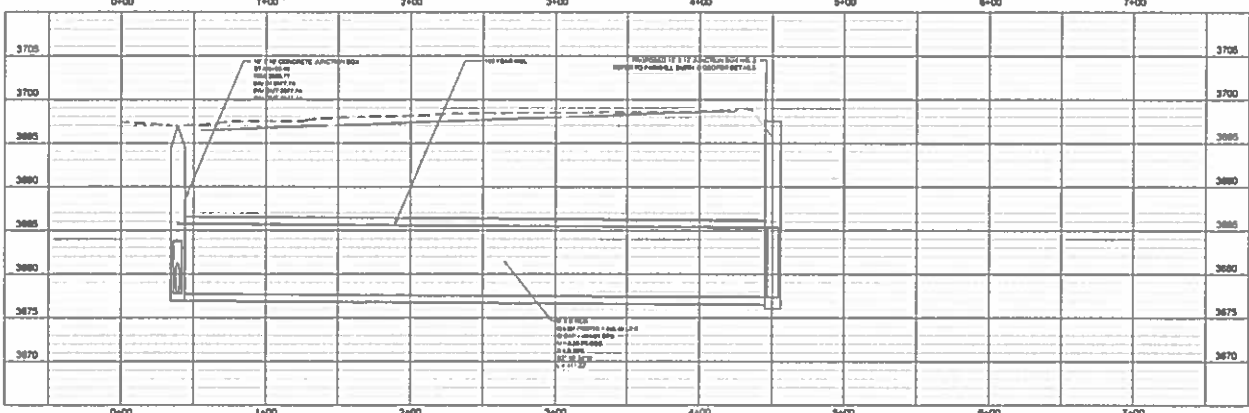
- EXISTING**
- CENTER LINE
 - LOT LINE
 - EXISTING CURB & GUTTER
 - EXISTING DRIVE DRIVE
 - EXISTING ELECTRIC
 - EXISTING UNDERGROUND TELEPHONE
 - EXISTING GAS
 - EXISTING WATER

PROPOSED

- PROPOSED CENTER LINE
- PROPOSED LOT LINE
- PROPOSED CURB & GUTTER
- PROPOSED DRIVE DRIVE
- PROPOSED ELECTRIC
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED GAS
- PROPOSED WATER



PLAN



PROFILE

238456-2 C-44 of C-62

APPROVED FOR CONSTRUCTION

DESIGNED BY [Signature]

CHECKED BY [Signature]

DATE [Date]

PROJECT NO. [Number]

SHEET NO. [Number]

TITLE [Title]

SCALE [Scale]

PROJECT LOCATION [Location]

CLIENT [Client Name]

DESIGNER [Designer Name]

DATE [Date]

PROJECT NO. [Number]

SHEET NO. [Number]

TITLE [Title]

SCALE [Scale]

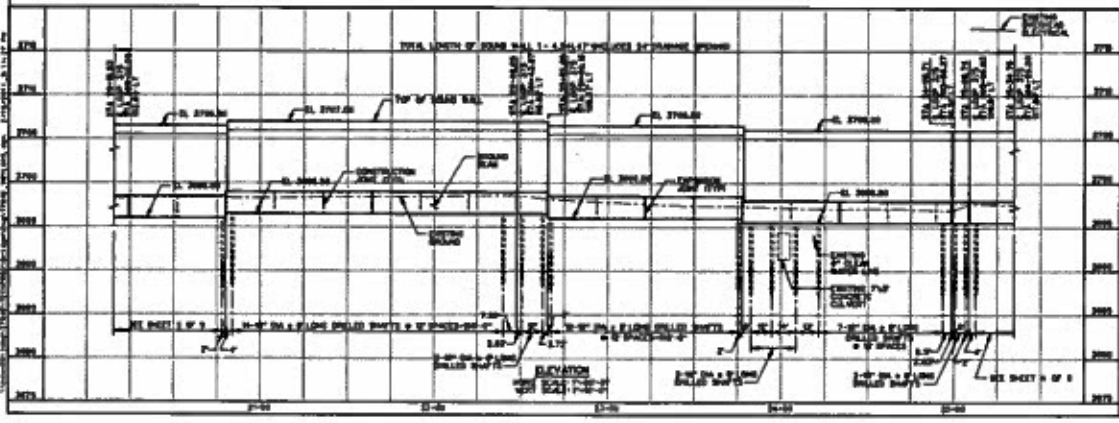
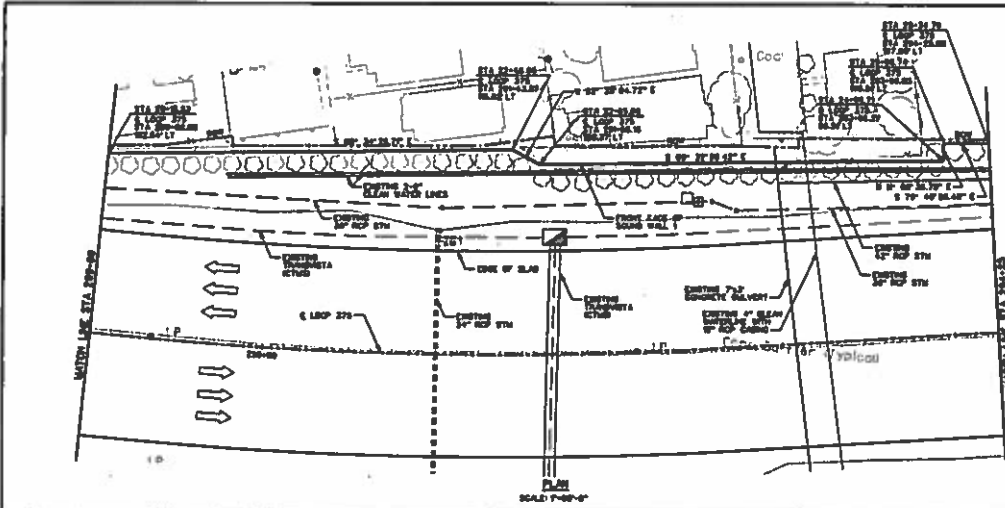
PROJECT LOCATION [Location]

CLIENT [Client Name]

DESIGNER [Designer Name]

DATE [Date]

NOTES
 1 FOR GENERAL NOTES SEE SHEET 1 OF 6
 2 FOR TYPICAL SECTION SEE SHEET 1 OF 9
 3 TYPICAL SECTION-TYP. 2



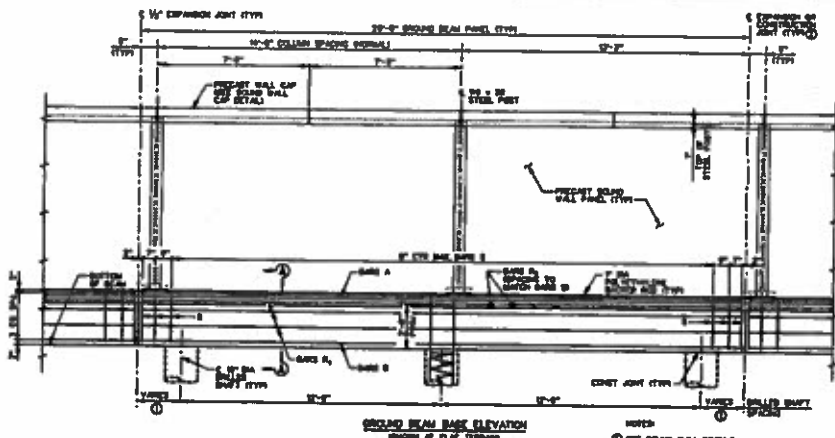
NO. 374 LOADING SHEET 1 OF 3

HNTB
 CONSULTING ENGINEERS

STATE DEPARTMENT OF TRANSPORTATION
 LAMP 374 - C&G ROAD THROUGH HURST

SOUND WALL I
 PLAN & ELEVATION
 STA 200+00 TO STA 200+25

NO.	DATE	REVISION	BY	CHECKED
1	10/1/00	ISSUED FOR BIDDING	J. SMITH	M. JONES
2	10/15/00	REVISED PER COMMENTS	J. SMITH	M. JONES
3	10/20/00	REVISED PER COMMENTS	J. SMITH	M. JONES
4	10/25/00	REVISED PER COMMENTS	J. SMITH	M. JONES
5	10/30/00	REVISED PER COMMENTS	J. SMITH	M. JONES

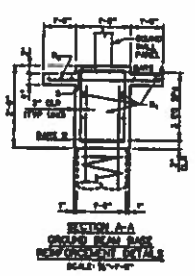


SOUND BEAM BASE ELEVATION
SCALE 1/4" = 1'-0"

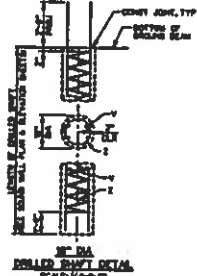
- NOTES**
- 1 SEE SOUND WALL PROFILE.
 - 2 SEE SOUND WALL PLAN AND ELEVATION SHEET.

GENERAL NOTES FOR SOUND WALL

1. CONSTRUCTION IS ACCORDANCE WITH STANDARD HEIGHTS BASE SPECIFICATIONS FOR STRUCTURAL DESIGN OF SOUND WALLS.
2. ON BOTH SIDES OF THE SOUND WALL THE FORM LINES SHALL BE SET TO WITHIN 1/8" OF THE FACE OF CONSTRUCTION BY MEANS OF STRIPS AND BOLTS TO BE SET IN PLACE PRIOR TO CASTING. THE FORM LINES SHALL BE SET TO WITHIN 1/8" OF THE FACE OF CONSTRUCTION BY MEANS OF STRIPS AND BOLTS TO BE SET IN PLACE PRIOR TO CASTING. THE FORM LINES SHALL BE SET TO WITHIN 1/8" OF THE FACE OF CONSTRUCTION BY MEANS OF STRIPS AND BOLTS TO BE SET IN PLACE PRIOR TO CASTING.
3. PRECAST CONCRETE ELEMENTS MAY BE CAST FULL HEIGHT FROM FOUNDATION TO TOP OF WALL OR IN ALTERNATE 6' HEIGHTS.
4. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE.
5. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE.
6. FOR REINFORCEMENT, WIRE MESH MAY BE USED IN LIEU OF REINFORCED BARS IN WALLS.
7. REINFORCEMENT SHALL BE SET TO WITHIN 1/8" OF THE FACE OF CONSTRUCTION BY MEANS OF STRIPS AND BOLTS TO BE SET IN PLACE PRIOR TO CASTING.
8. CONCRETE FOR PRECAST ELEMENTS AND FORMWORK SHALL BE SET TO WITHIN 1/8" OF THE FACE OF CONSTRUCTION BY MEANS OF STRIPS AND BOLTS TO BE SET IN PLACE PRIOR TO CASTING.
9. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE.
10. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE.
11. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE. THE WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MASONRY" SECTION OF THE SPECIFICATIONS FOR CONSTRUCTION OF STRUCTURAL CONCRETE.
12. PROVIDE A PRECAST STRONG FLOOR MATERIAL IN ALL EXPANSION JOINTS.



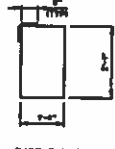
SECTION A-A
SOUND BEAM BASE REINFORCEMENT DETAIL
SCALE 1/4" = 1'-0"



SECTION B-B
1/4\"/>



BASE 2

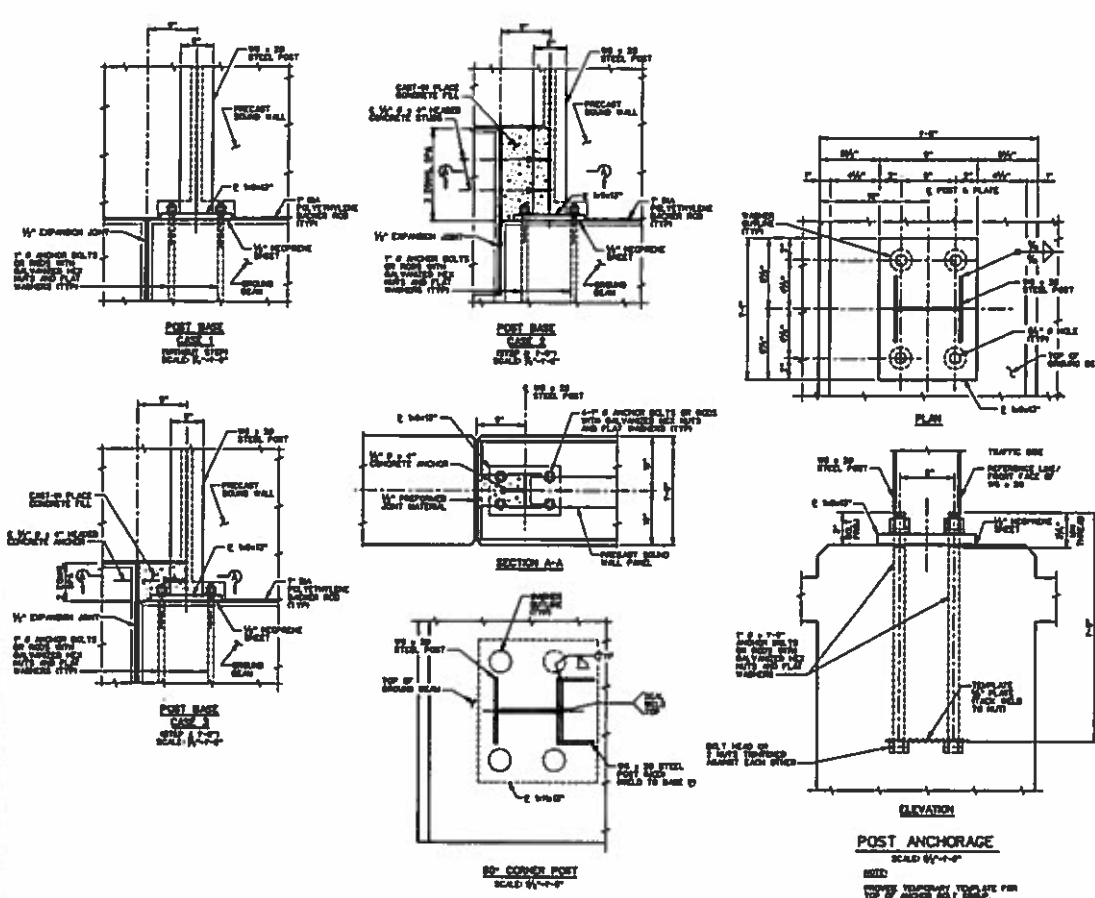


BASE 3

- NOTES:**
- 1 BAR DIMENSIONS ARE GIVEN OUT TO OUT OF BAR.
 - 2 BAR ARE GIVEN TO FACE OF BAR.



NO. 83 LOADING		SHEET 1 OF 1	
HNTB			
The Department of Transportation			
LOOP 275 - CLEAR CHANNEL BRIDGE HIGHWAY			
SOUND WALL TYPE I			
DETAILS			
Project	NO. 83	Sheet	NO. 83-1
Contract	CLP	Scale	AS SHOWN
Drawn	LLB	Check	LLB



- GENERAL NOTES**
1. REINFORCING STEEL SHALL BE ASTM-A63, GRADE 60.
 2. THE W6 x 26 POST SHALL BE STRUCTURAL STEEL, ASTM A572-50. THE PRECAST SOUND WALL SHALL BE STRUCTURAL STEEL, ASTM A-36.
 3. JOINTS SHALL BE REINFORCED WITH 4# BARS. JOINTS SHALL BE REINFORCED WITH 4# BARS. JOINTS SHALL BE REINFORCED WITH 4# BARS.
 4. ALL STEEL COMPONENTS SHALL BE STRUCTURAL STEEL, ASTM A572-50. ALL STEEL SHALL BE GRADE 60.
 5. JOINTS SHALL BE REINFORCED WITH 4# BARS. JOINTS SHALL BE REINFORCED WITH 4# BARS.

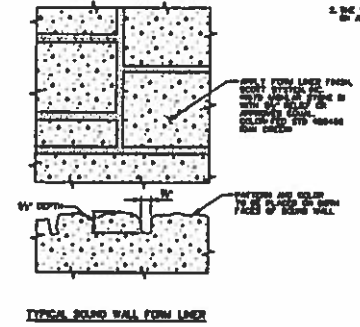
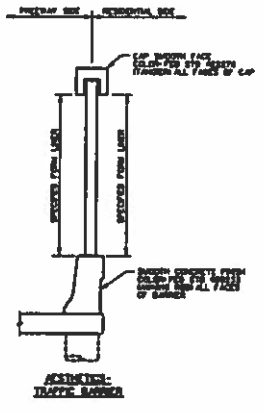
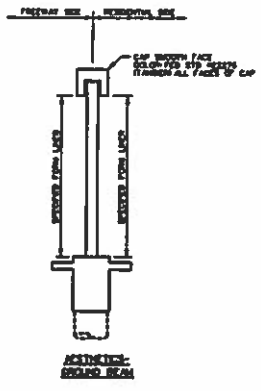


N. 22 LEADING SHEET 1 OF 1

HNTB		CONSULTING ENGINEERS	
1000 RICE STREET, SUITE 1000, HOUSTON, TEXAS 77001			
A Division of HNTB Group, Inc.			
LEAD DIVISION - DESIGN GROUPS (HNTB GROUP)			
SOUND WALL TYPE I DETAILS			
Author	CHK	DATE	REVISION
Checked	CHK	DATE	BY
Drawn	CHK	DATE	BY
Revised	CHK	DATE	BY

POST ANCHORAGE
SCALE 1/4" = 1'-0"

NOTE: REINFORCEMENT TO BE PLACED PER TOP OF ANCHOR BOLT B.S.P.



- NOTES**
1. BEFORE CONSTRUCTION OF THE WALLS THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL THE FORM LAYER WALLS. THE FORM LAYER SHALL BE PLACED IN THE WALLS AND SHALL BE PROTECTED BY A PROTECTIVE LAYER OF CONCRETE. THE FORM LAYER SHALL BE PLACED IN THE WALLS AND SHALL BE PROTECTED BY A PROTECTIVE LAYER OF CONCRETE. THE FORM LAYER SHALL BE PLACED IN THE WALLS AND SHALL BE PROTECTED BY A PROTECTIVE LAYER OF CONCRETE.
 2. THE WALL SHALL BE FINISHED WITH A FINISH COAT OF CONCRETE. THE FINISH COAT SHALL BE PLACED IN THE WALLS AND SHALL BE PROTECTED BY A PROTECTIVE LAYER OF CONCRETE.



DL 83 (LOADING) SHEET 1 OF 1

Texas Department of Transportation	
LAMP SITE - CEASAR GARZA'S BURIED HIGHWAY	
SOUND WALL MISCELLANEOUS DETAILS AESTHETIC DETAILS	
Project No.	Date
Drawing No.	Revision
Scale	Sheet No.
Author	Check
Designer	Engineer
Checker	License No.



PARKHILL SMITH & COOPER

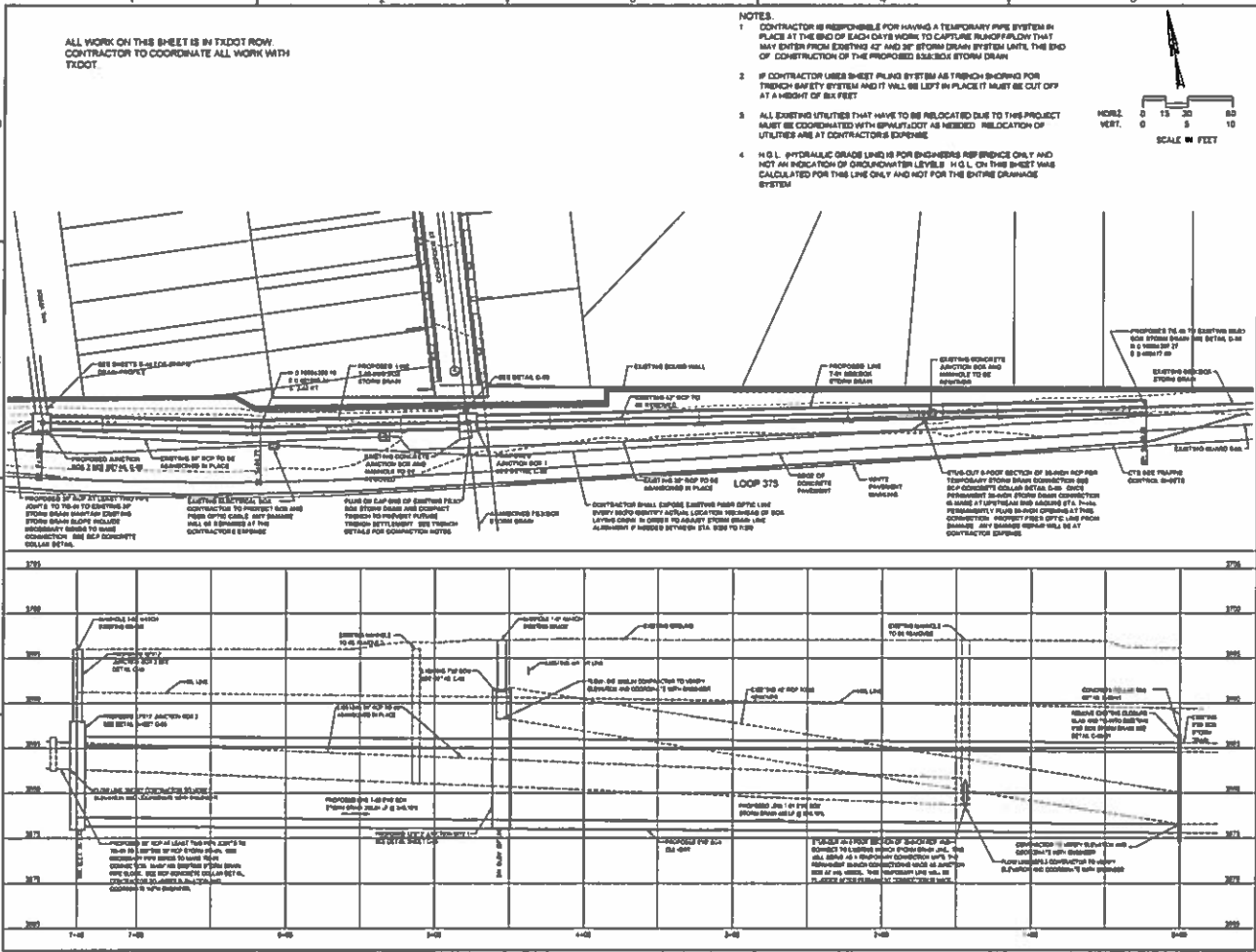


el paso WATER CLARDY FOX PUMP STA. IMPROVEMENTS

1	Proposed	Prop Construction
2	Proposed	Prop Construction
3	Proposed	Prop Construction
4	Proposed	Prop Construction
5	Proposed	Prop Construction

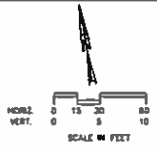
PLAN AND PROFILE

C-57



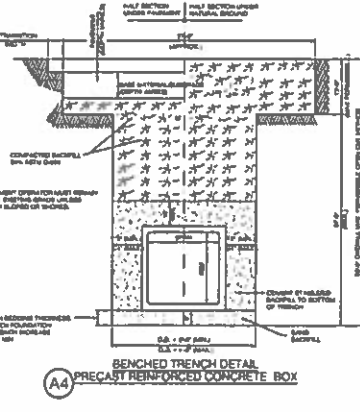
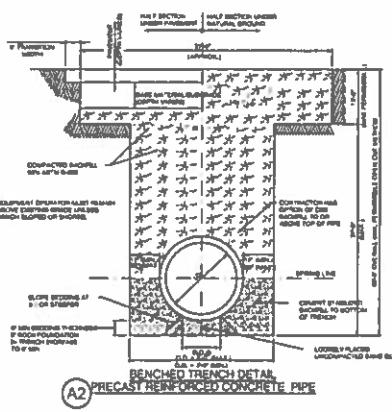
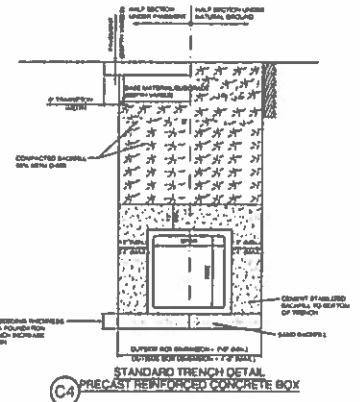
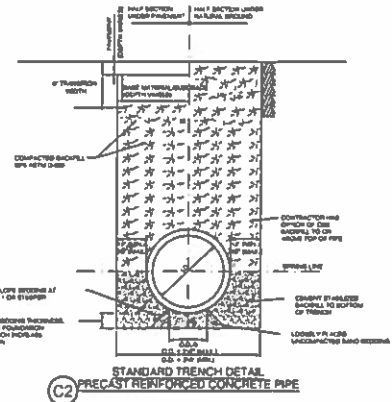
NOTES

1. CONTRACTOR IS RESPONSIBLE FOR HAVING A TEMPORARY PIPE SYSTEM IN PLACE AT THE END OF EACH DAY'S WORK TO CAPTURE RUNOFF FLOW THAT MAY ENTER FROM EXISTING CP AND STORM DRAIN SYSTEMS UNTIL THE END OF CONSTRUCTION OF THE PROPOSED SUBBOX STORM DRAIN.
2. IF CONTRACTOR USES SHEET PILING SYSTEM AS TRENCH SHORING FOR TRENCH SAFETY SYSTEM AND IT WILL BE LEFT IN PLACE IT MUST BE CUT OFF AT A HEIGHT OF SIX FEET.
3. ALL EXISTING UTILITIES THAT HAVE TO BE RELOCATED DUE TO THIS PROJECT MUST BE COORDINATED WITH SPINFACT AS NEEDED. RELOCATION OF UTILITIES ARE AT CONTRACTOR'S EXPENSE.
4. H.G.L. (HYDRAULIC GRADE LINE) IS FOR ENGINEERS REFERENCE ONLY AND NOT AN INDICATION OF GROUNDWATER LEVELS. H.G.L. ON THIS SHEET WAS CALCULATED FOR THIS LINE ONLY AND NOT FOR THE ENTIRE DRAINAGE SYSTEM.



FILE NAME: E:\el_paso_water\CLARDY_FOX_PUMP_STA_IMPROVEMENTS.dwg; LAYOUT NAME: CLARDY_FOX_PUMP_STA_IMPROVEMENTS; PLOT DATE: 2017-12-20 10:45:00 AM; PLOT BY: [redacted]

ALL WORK ON THIS SHEET IS IN TxDOT ROW.
CONTRACTOR TO COORDINATE ALL WORK WITH
TxDOT



REVISIONS:
1. CHANGE TRENCH SAFETY SYSTEM FOR TRENCH SAFETY SYSTEM FROM A TO B. IN ALL CASES, THE TRENCH SAFETY SYSTEM SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND EQUIPMENT ON THE TRENCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND EQUIPMENT ON THE TRENCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND EQUIPMENT ON THE TRENCH.

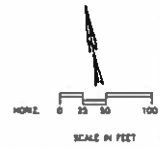


el paso WATER
CLARDY FOX PUMP STA. IMPROVEMENTS

NO.	DATE	DESCRIPTION

DETAILS

ALL WORK ON THIS SHEET IS IN TXDOT ROW
CONTRACTOR TO COORDINATE ALL WORK WITH
TXDOT.



TXDOT TRAFFIC CONTROL STANDARDS

THE FOLLOWING TABLE OF REQUIRED SIGNAGES
SHALL BE USED UNLESS OTHERWISE SPECIFIED AND SHALL BE
AS SHOWN IN THE SIGNAGE SPECIFICATIONS, CHAPTER 650
OF THE TEXAS TRANSPORTATION CODE, CHAPTER 650.001
AND THE SIGNAGE SPECIFICATIONS, CHAPTER 650.001
OF THE TEXAS TRANSPORTATION CODE, CHAPTER 650.001
AND THE SIGNAGE SPECIFICATIONS, CHAPTER 650.001
OF THE TEXAS TRANSPORTATION CODE, CHAPTER 650.001

TXDOT GENERAL NOTES

CONSTRUCTION SIGNAGE
Signs and messages shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project. Signs shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project. Signs shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project.

CONSTRUCTION SIGNAGE
Signs and messages shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project. Signs shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project. Signs shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project.

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CONSTRUCTION SIGNAGE

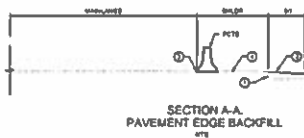
Signs and messages shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project. Signs shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project. Signs shall be used to notify existing and proposed pavement edges between the limits of work and the limits of the project.

LEGEND

- TRAFFIC MESSAGE SIGN
- CONSTRUCTION AREA
- DRIVE

KEYED NOTES

1. EXISTING PAVEMENT SIGN OFF VARIES 2' TO 7'
2. BACKFILL AND FILL TO 4" SLOPE PER PER 15% MINIMUM AND 10% MAXIMUM SLOPE. SEE NOTES ON THIS SHEET.
3. SIGNATURE BRASSARD SIGNAGE SHALL BE INSTALLED AT ALL TIMES. SEE SIGNAGE SPECIFICATIONS FOR FURTHER INFORMATION.
4. SIGNAGE SHALL BE INSTALLED ON A SLOPE OF 4% TO 6% PER PER 15% MINIMUM AND 10% MAXIMUM SLOPE. SEE NOTES ON THIS SHEET.



el p880 WATER
CLARDY FOX PUMP STA.
IMPROVEMENTS

TRAFFIC CONTROL PLAN

EXHIBIT D



CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/12)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: El Paso Water

Street/Mailing Address: 1154 Hawkins Boulevard

City/State/Zip: El Paso, Texas 79925

Phone Number: (915) 594 - 5549

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation In favor of TxDOT.

Carrier Name: self-insured, see attachment			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: self-insured, see attachment			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance			undefined	Not Less Than: \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: self-insured, see attachment			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy				Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (If applicable):

Carrier Name: N/A			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

El Paso Water

Address

1154 Hawkins Boulevard

City, State, Zip Code

El Paso, Texas 79925

(915) 594 - 5549

Antonio Duran

12/15/16

Authorized Agent's Phone Number

Authorized Agent Original Signature

Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536



OFFICE OF GENERAL COUNSEL

September 6, 2016

Re: Self Insurance

To Whom It May Concern:

This letter is to advise that the El Paso Water Utilities-Public Service Board is a component unit of the City of El Paso, which is a self-insured municipal corporation. The El Paso Water Utilities, under the authority of the Public Service Board appointed by City Council, elects to self-insure its common law and assumed liability for bodily injury and/or property damage, to the extent it may be held liable by law, and as authorized by the Texas Tort Claims Act.

The election to Self-Insure does not waive any legal defenses afforded to the El Paso Water Utilities – Public Service Board which are afforded to it or related to carrying out its governmental functions as a municipal water utility as part of a governmental entity.

Our self-insurance coverage includes Workers' Compensation, Employer's Liability, Automobile Liability, and General and Aggregate Liability for at least \$1,000,000. The El Paso Water Utilities also covers equipment from loss (including theft), damage, and general liability covering, to the extent allowed by law, both personal injury and property damage. Be assured that the El Paso Water Utilities will respond to fulfill its obligations to the same extent as if an insurance policy had been purchased naming an insured.

Sincerely,



DANIEL ORTIZ
Assistant General Counsel

EXHIBIT E

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

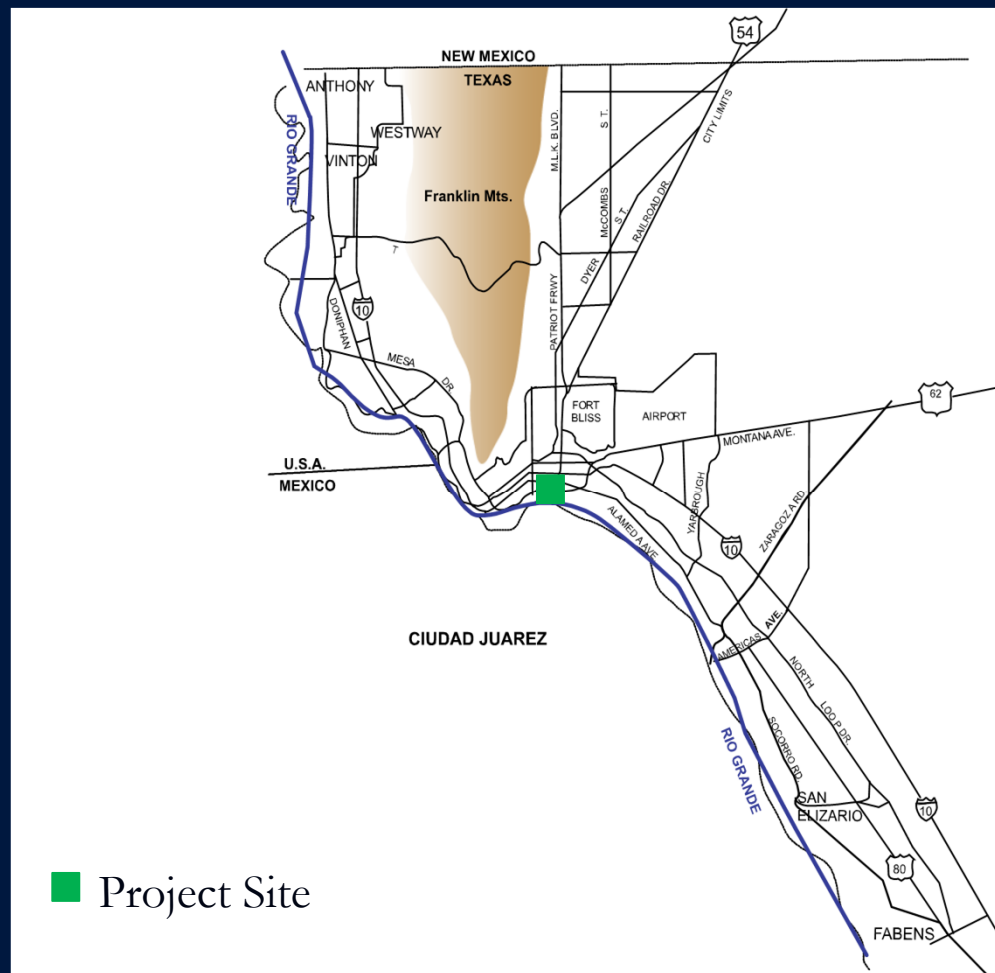


Clardy Fox Pump Station Improvements

TXDOT Multiple Use Agreement

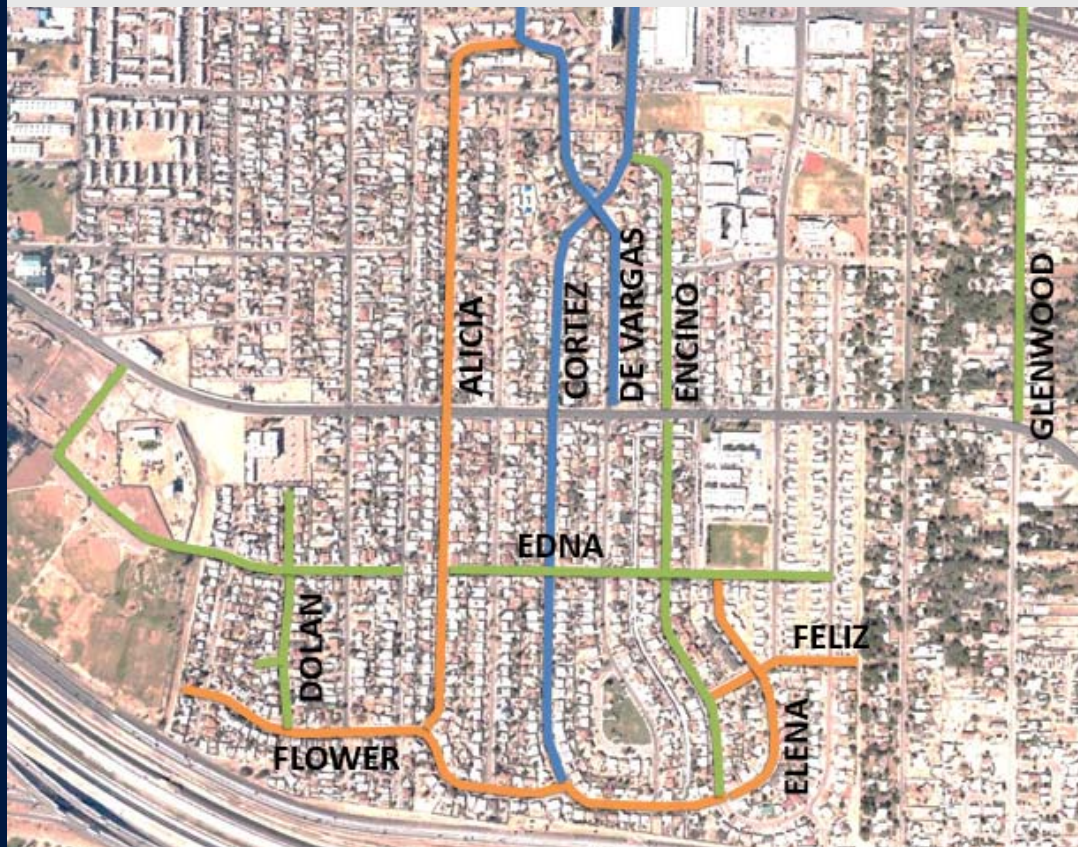
May 30, 2017

Clardy Fox Pump Station Improvements Project Location



Clardy Fox Pump Station Improvements Project Overview

South Central Street Improvement



Clardy Fox Pump Station Improvements Multiple Use Agreement Location



Clardy Fox Pump Station Improvements Project Background

- Project is part of the Stormwater Master Plan
- TXDOT right-of-way (ROW) contains stormwater structure currently maintained by EPWater
- The proposed concrete box culvert will divert stormwater to the Clardy Fox Pump Station
- TXDOT Multiple Use Agreement (MUA) needed to construct stormwater improvements along SL 375 ROW

Clardy Fox Pump Station Improvements Terms of MUA

- TXDOT to permit City of El Paso/EPWater to construct stormwater structure on portion of State ROW
- City of El Paso/EPwater prepared construction plans and are responsible for the construction of improvements
- Construction plans have been reviewed and approved by TXDOT
- Maintenance of the structure shall be the responsibility of EPWater
- Area shall be restored to satisfaction of State upon discontinuance of use per the Agreement

Clardy Fox Pump Station Improvements Benefits

- Stormwater improvements will alleviate localized flooding within the Clardy Fox neighborhood
- EPWater to provide maintenance of stormwater structures

Clardy Fox Pump Station Improvements Project Schedule

- Construction Period: 365 Calendar Days
- Estimated Notice to Proceed: **Fall/Winter 2017**
- Estimated Final Completion: **Fall/Winter 2018**