

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) is developing a transportation project known locally as the El Paso Streetcar Project (the “Streetcar Project”), which includes the design and construction of a streetcar route and associated amenities along a 4.8 mile corridor in El Paso; and

WHEREAS, Level 3 Communications, LLC has certain telecommunications facilities located within the Streetcar Project limits that are in conflict with planned construction activities necessary for the successful completion of the Streetcar Project; and

WHEREAS, the CRRMA desires to quickly resolve such conflicts in order to avoid any potential negative impacts to the construction schedule for the Streetcar Project and therefore desires to enter into an agreement with Level 3 Communications, LLC to expedite the removal of any and all such conflicts.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the CRRMA’s Executive Director is authorized to execute an agreement with Level 3 Communications, LLC, as it relates to the El Paso Streetcar Project.

PASSED AND APPROVED THIS 11TH DAY OF JANUARY, 2017.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Susan A. Melendez, Chair

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

Via Email Delivery

January 3, 2017

Camino Real Regional Mobility Authority
 300 N. Campbell, 2nd Floor
 El Paso, TX 79901
 Attn: Executive Director

Attn: TBD

Re: Level 3 Communications, LLC, including its affiliates and subsidiary companies (“Level 3”) Telecommunications Facility Relocation – El Paso Streetcar – Santa Fe, Father Rahm, Kansas, Franklin, Oregon, Stanton and Baltimore, El Paso, TX

Dear Mr. Telles:

Camino Real Regional Mobility Authority (CRRMA) (the “Requestor”) has contacted Level 3 regarding relocation and/or adjustment of fiber optic lines (the “Facilities”) located at or in the vicinity of Santa Fe, Father Rahm, Kansas, Franklin, Oregon, Stanton and Baltimore, rights of way (the “ROW”) within the City of El Paso, (“ROW Provider”) for the benefit of the El Paso Streetcar project.

The current location of the Facilities in the ROW is set forth in the description attached hereto as Exhibit “A”. Level 3 will relocate its Facilities to an alternative location in such manner to avoid all possible known conflicts between the Facilities and the Requestor’s site improvements. The new location will be agreed upon by the ROW Provider and Level 3 and shall be located within property owned and under the control of the ROW Provider (the “New Facility Location”), provided that:

- (1) Level 3 will obtain authority from the ROW Provider for access to the ROW for the purpose of relocating its Facilities to the New Facility Location.
- (2) Level 3's contractor will coordinate and perform all relocation work (the “Work”). Level 3 will use reasonable efforts to perform all Work from within the ROW Provider’s right of way; however, where Level 3 is required to perform the Work from a third party's property, Level 3 will endeavor to do so at Requestor’s sole cost and expense, provided that Level 3 shall obtain Requestor's approval, which shall not be unreasonably withheld or delayed, prior to incurring any cost in addition to the estimated amount set forth in paragraph (3). In addition, Level 3 shall be permitted to perform the Work from Requestor’s or others’ property (as consented to by such party). Where Level 3 performs the Work from Requestor’s or others’ property (as consented to by such party), Level 3 will use reasonable efforts to minimize the impact of such Work thereon. Level 3’s contractor shall coordinate its Work with Requestor’s contractor for construction of the infrastructure for the El Paso Streetcar Project and shall make reasonable efforts not to interfere with or cause a delay in the completion of the El Paso Streetcar Project.

(3) Requestor will first provide Level 3 with a payment in the amount of **TWO HUNDRED SEVENTY TWO THOUSAND FOUR HUNDRED SEVENTY-NINE AND 54/100 (\$272,479.54) USD** prior to Level 3 performing any Work. Such amount reflects the estimated cost and expense of performing the Work, which is attached hereto as Exhibit "A" to Agreement. If payment is made by check, it should be made out to Level 3 Communications, LLC and sent to the undersigned at the address listed below.

(4) **LEVEL 3 MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORK OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(5) In the event that circumstances arise that cause the cost and expense of performing the Work to exceed the estimate, Level 3, following Requestor's approval of any amount that exceeds the estimate in paragraph (3) , such approval to not be unreasonably withheld or delayed, will make an adjustment to the estimate. Requestor will pay such additional amounts within thirty (30) days of written notice from Level 3 supported by written evidence, acceptable to Requestor, supporting the increased cost and expense.

(6) To the extent permitted by law, each party will indemnify, defend and hold the other party, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants harmless from and against any loss, cost, damage and expense of whatever kind arising directly or indirectly (collectively "Claims") from such indemnifying party's failure to perform under this Agreement and any claims or damages that arise from the sole or partial negligence, actions, or inaction of the indemnifying party's, affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants. Such Claims shall include attorneys' fees and court costs. The provisions of this paragraph (6) shall survive the performance of the Work.

(7) Level 3 and its contractors shall complete the Work in accordance with all applicable rules and regulations.

(8) Level 3 shall take all commercially reasonable actions to complete the relocation and/or adjustment of the Facilities within the time period requested by Requestor in order to minimize delay to Requestor's El Paso Streetcar project.

(9) Each party or its contractors shall obtain and maintain during the course of Work, the following insurance: (a) Commercial General Liability (for bodily injury) with combined single limit of not less than \$1,000,000.00 each occurrence or its equivalent; (b) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (c) Automobile Liability including coverage for owned/leased, non-owned or hired automobiles with combined single limit of not less than \$1,000,000.00 each accident. The other party shall be named as an additional insured on such policies.

(10) The execution of this letter agreement by the parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require

any additional approval on the part of the parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.

(11) This letter agreement constitutes the complete legal, valid, and binding obligation of the parties hereto and is enforceable against the parties in accordance with the terms hereof. Except to the extent herein provided, no amendment, supplement, modification, or termination of this letter agreement shall be enforceable unless executed in writing by both parties.

(12) If any part of this letter agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the court shall interpret the terms hereof to give the greatest effect to the parties' intentions in entering into this letter agreement.

(13) This letter agreement shall be construed under the laws of the State of Texas.

(14) This letter agreement shall become effective on the date executed by Requestor.

Please acknowledge your acceptance of the foregoing terms and conditions by signing this letter agreement and delivering payment in the amount set forth above to the undersigned. Level 3 will countersign this agreement and thereafter work with ROW Provider and Camino Real Regional Mobility Authority to coordinate a construction start date and the times for performing the Work.

Return agreement to:
Level 3 Communications, LLC
1025 Eldorado Blvd
Broomfield, CO 80021
Attn: Dominic East

Sincerely,

John Boedeker
Project Manager, OSP Relocations
Level 3 Communications, LLC

APPROVED AND AGREED TO:

Level 3 Communications, LLC

Name: _____

Signature: _____

Title: _____

Date: _____

APPROVED AND AGREED TO:

Camino Real Regional Mobility Authority

Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit "A"

(Estimated Cost & Expense for the Work)

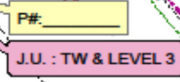
Level 3 Communications, LLC - El Paso Streetcar Project - Estimated Cost Per Conflict Location

Date: 7/12/16

EPEC AERIAL WORK ORDERS																			
EPEC WO#	Work Street	Cross Street	Streetcar Work Description	Level3 Facility Affected	Type	Length	URS EXISTING U MAP	Fiber 1	Fiber 2	Fiber 3	Footage	Eng	Const	Splice	Fiber	Inspect	Line Item Sub Total	Level 3 Indirect Fee	Line Item Total Per Conflict Location
DT028964	Stanton	Hague	SW Corner install 45-4 pole	Span 499-ELP-024-3100 N Mesa & Span 524-ELP-024-2201 Stanton & Span 553-ELP-024-1800 N Stanton	Crossing	500	STATION 247+00	24	24	24	700	3,780.00	14,350.00	5,616.00	630.00	4,400.00	28,776.00	8,747.90	37,523.90
DT028947	Stanton	Schuster	SE Corner install 35-4 pole	Span 339-ELP-144-West	Crossing	500	STATION 239+00	144			700	1,260.00	8,750.00	11,232.00	686.00	4,400.00	26,328.00	8,003.71	34,331.71
DT028979	Stanton	University	NW Corner install 40-4 pole	Span 76 ELP-012 El Paso First Health Network. This is associated with Stanton / Hague	Crossing	500	STATION 259+00												
DT028864	Stanton	Yandell	SE & SW Corner install 45-4 pole	Span 453-ELP-144-265B & Span 362-ELP-072-East & Span 451-ELP-072-West	Crossing	1100	STATION 211+00	144	72	72	1,300	2,340.00	16,250.00	22,464.00	2,730.00	4,400.00	48,184.00	14,647.94	62,831.94
DT029344	Oregon	Hague	SE & SW Corner install 50-1 pole	Span 263-ELP-072-West & Span 553-ELP-024-1800 N Stanton	Crossing	800	STATION 314+00	72	24		1,000	1,800.00	12,500.00	7,488.00	860.00	4,400.00	27,048.00	8,222.59	35,270.59
DT029031	Oregon	New York	Along Oregon at Miner Village Driveway install 45-4 pole	Span 76 ELP-012 El Paso First Health Network	Crossing	500	STATION 298+00	24			700	1,260.00	8,750.00	1,872.00	210.00	4,400.00	16,492.00	5,013.57	21,505.57
DT028917	Father Rahm	Oregon	Along Father Rahm between Oregon and Stanton install 60-1 poles	Span 300-ELP-072-East	Parallel	2950	STATION 95+00	72			4,295	5,154.00	31,353.50	5,616.00	2,405.20	4,400.00	48,928.70	14,874.32	63,803.02
DT029311	Father Rahm	Santa Fe	Along Father Rahm between Santa Fe and El Paso install 55-1 poles	Span 300-ELP-072-East This is associated with Father Rahm / Oregon	Parallel	2950	STATION 103-00												
AERIAL TOTALS											8,695	15,594.00	91,953.50	54,288.00	7,521.20	26,400.00	195,756.70	59,510.04	255,266.74

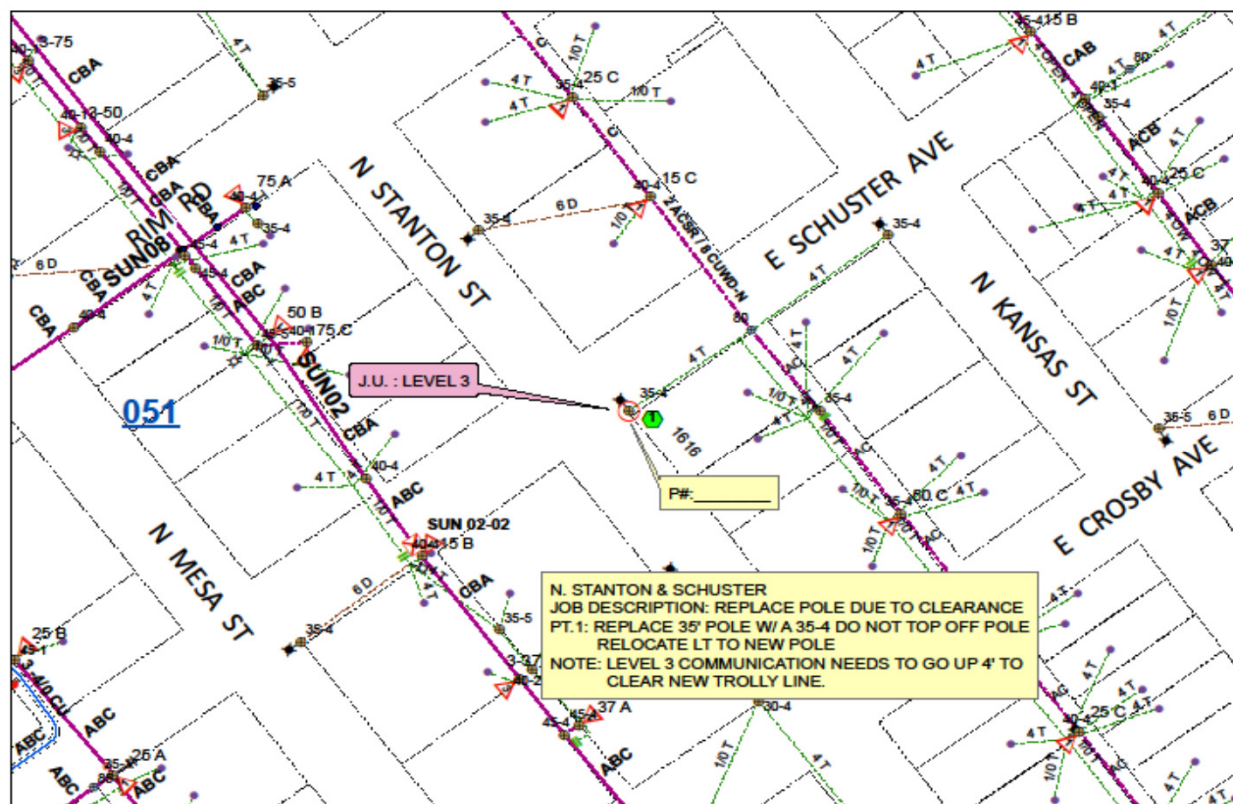
UNDERGROUND CONFLICT LOCATIONS													
Conflict Layout Key Number	Work Street	Cross Street	EPEC Work Description	Level3 Facility Affected	Type	Length	URS EXISTING U MAP	Description For Conflict Resolution	Mitigation	Inspect	Line Item Sub Total	Level 3 Indirect Fee	Line Item Total Per Conflict Location
1	Baltimore	Mesa	Track Slab Section	Level 3 Manhole and 16-1.25" HDPE conduits	Crossing	16	STATION 280+480	Relocate manhole north of track. Place 16 LF OF 16-1.25" innerduct with one split duct utilizing fiber slack gain	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
2	Baltimore	Stanton	Track Slab Section	Level 3 Manhole	Crossing	5	STATION 276+77	Relocate manhole east of track radial turn	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
3	Boston	Stanton	Track Slab Section	Level 3 Manhole and conduit entrance and exist from existing manhole	Crossing	70	STATION 266+44 TO STATION 263+14	Relocate manhole east of track section. Excavate to adjust existing 16-1.25" HDPE into new split manhole.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
4	New York Channel	Stanton	12 inch casing	16-1.25" HDPE conduits	Crossing	70	STATION 263+17 TO STATION 263+87	Excavate to vertically adjust 2FT the existing 16-1.25" HDPE under casing.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
5	University	Stanton	18 inch casing	16-1.25" HDPE conduits	Crossing	70	STATION 257+03 TO STATION 256+33	Excavate to vertically adjust 2FT the existing 16-1.25" HDPE under casing.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
6	Blanchard	Stanton	Track Slab Section	Level 3 Manhole and 16-1.25" HDPE conduits	Crossing	30	STATION 253+64 TO STATION 253+50	Relocate manhole east of track section. Excavate to adjust existing 16-1.25" HDPE into new split manhole.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
7	Alley at Yandell	Stanton	Tee, Casing and water trench depth	Move fiber slack	Crossing	600	STATION 348+75	Verify and move slack from existing manhole to Stnton to allow for adjustment on task 8	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
8	Yandell	Stanton	8X6 Tee and trench 12 in water line casing	16-1.25" HDPE conduits	Crossing	60	STATION 210+72	2 to 4 feet vertical adjustment of existing conduit under casing, tee and casing trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
9	Kansas	Texas	8 inch water trench	Level 3 Manhole and conduit entrance and exist from existing manhole	Crossing	50	STATION 61+85	Relocate manhole west of existing manhole. Excavate to vertically adjust 2FT the existing 16-1.25" HDPE under casing.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
10	Kansas	Myrtle	12 inch water casing trench and 24 inch AT&T casing trench	Level 3 conduit entrance and exist from existing manhole	Crossing	50	STATION 61+15	Excavate to vertically adjust 4FT the existing conduit under casing.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-1	Main	Santa Fe	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 32+60	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-2	Santa Fe	San Francisco	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 30+85	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-3	Santa Fe	San Antonio	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 27+00	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-4	Santa Fe	San Antonio	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 26+45	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-5	Santa Fe	Overland	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 23+96	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-6	Santa Fe	Overland	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 23+50	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-7	Santa Fe	Paisano	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 18+35	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-8	Santa Fe	4th	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 11+70	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
11-9	Santa Fe	4th	Power conduit trench at intersection	2-4" HDPE conduits	Crossing	6	STATION 11+10	Excavate to vertically adjust 1FT the existing conduit under sidewalk.	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76

12-1	Father Rahm	Alley	6 inch water and 12x6 Tee	2-4" HDPE conduits	Crossing	6	STATION 101+65	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-2	Father Rahm	El Paso	8 inch water and 12x8 Tee	2-4" HDPE conduits	Crossing	6	STATION 99+58	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-3	Father Rahm	El Paso	6 inch water and 12x6 Tee	2-4" HDPE conduits	Crossing	6	STATION 97+91	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-4	Father Rahm	Oregon	6 inch water and 12x6 Tee	2-4" HDPE conduits	Crossing	6	STATION 96+32	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-5	Father Rahm	Alley	6 inch water and 12x6 Tee	2-4" HDPE conduits	Crossing	6	STATION 94+59	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-6	Father Rahm	Mesa	12 inch water and 12x12 Tee	2-4" HDPE conduits	Crossing	6	STATION 93+01	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-7	Father Rahm	Alley	2-6 inch water and 2-12x6 Tees	2-4" HDPE conduits	Crossing	6	STATION 91+18	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-8	Father Rahm	Stanton	8 inch water and 12x8 Tee	2-4" HDPE conduits	Crossing	6	STATION 89+77	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
12-9	Father Rahm	Alley	6 inch water and 12x6 Tee	2-4" HDPE conduits	Crossing	6	STATION 88+01	Excavate and install 12" split steel sleeve around existing conduit crossing above water trench	Granite will redesign to avoid conflict. Only construction inspection will be required.	440.00	440.00	133.76	573.76
13	Father Rahm	Kansas	Storm sewer and water trench	2-4" HDPE conduits	Crossing	120	STATION 86+50 TO STATION 87+50	Gain slack with radial turn and place slack in new split manholes at tie in locations	Granite will redesign to avoid conflict. Only construction inspection will be required.	880.00	880.00	267.52	1,147.52
												UNDERGROUND TOTAL	17,212.80



1/13/2015

1 inch = 100 feet



EL PASO STREETCAR PROJECT OH



1 inch = 100 feet

Work Request #: 28947
Work Order #: DT028947
Tax District: 051
Feeder: SUN05

ID #OH07 STANTON ST #, SCHUSTER AVE, EL PASO, TX 79902-

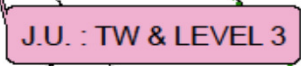
"STAR" Stop Think Act & Review

Planner: Sergio Lozano
Planner Phone: 915-543-5821
Planner Cell: 915-474-5804

Customer: EL PASO STREETCAR PROJECT
Customer Phone: 915-493-6471



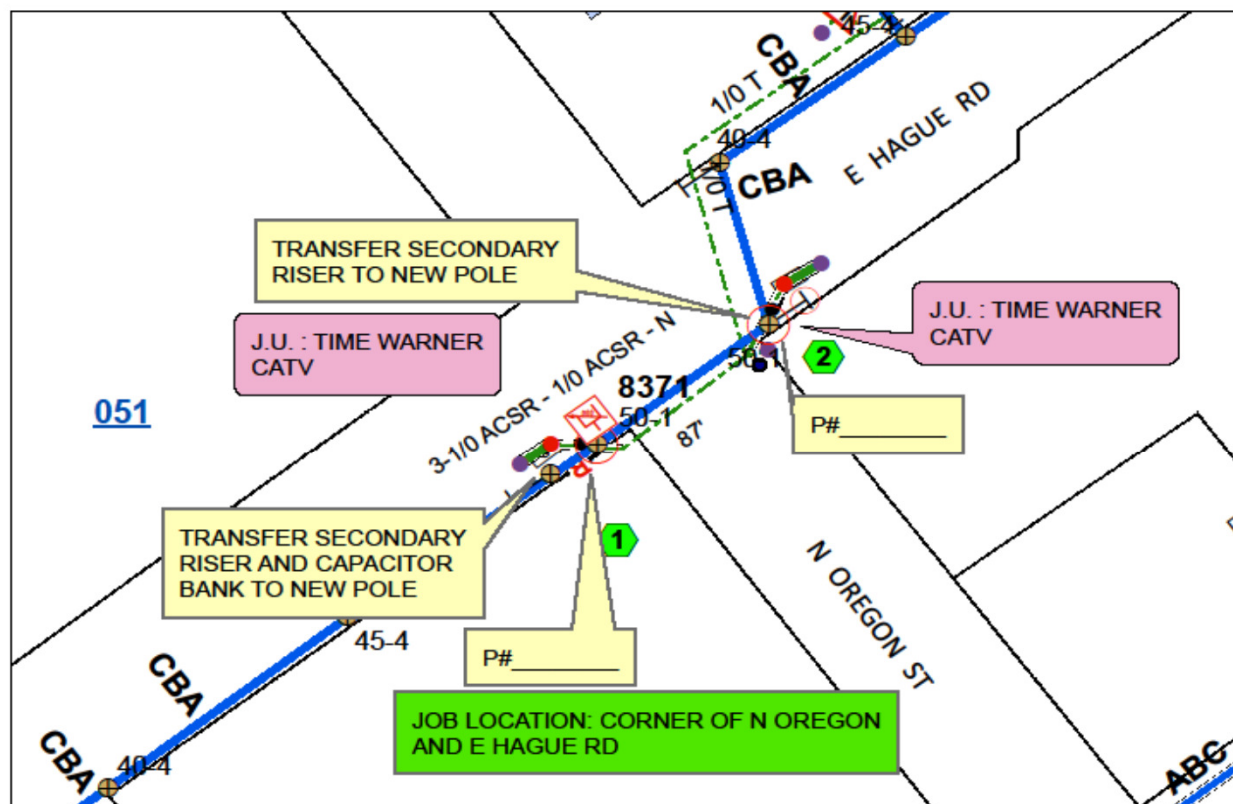
1/12/2015



1 inch = 60 feet



Electric
GIMPERS
EL PRODUCTIONS
DIRECTOR
DT028864
12/30/2014



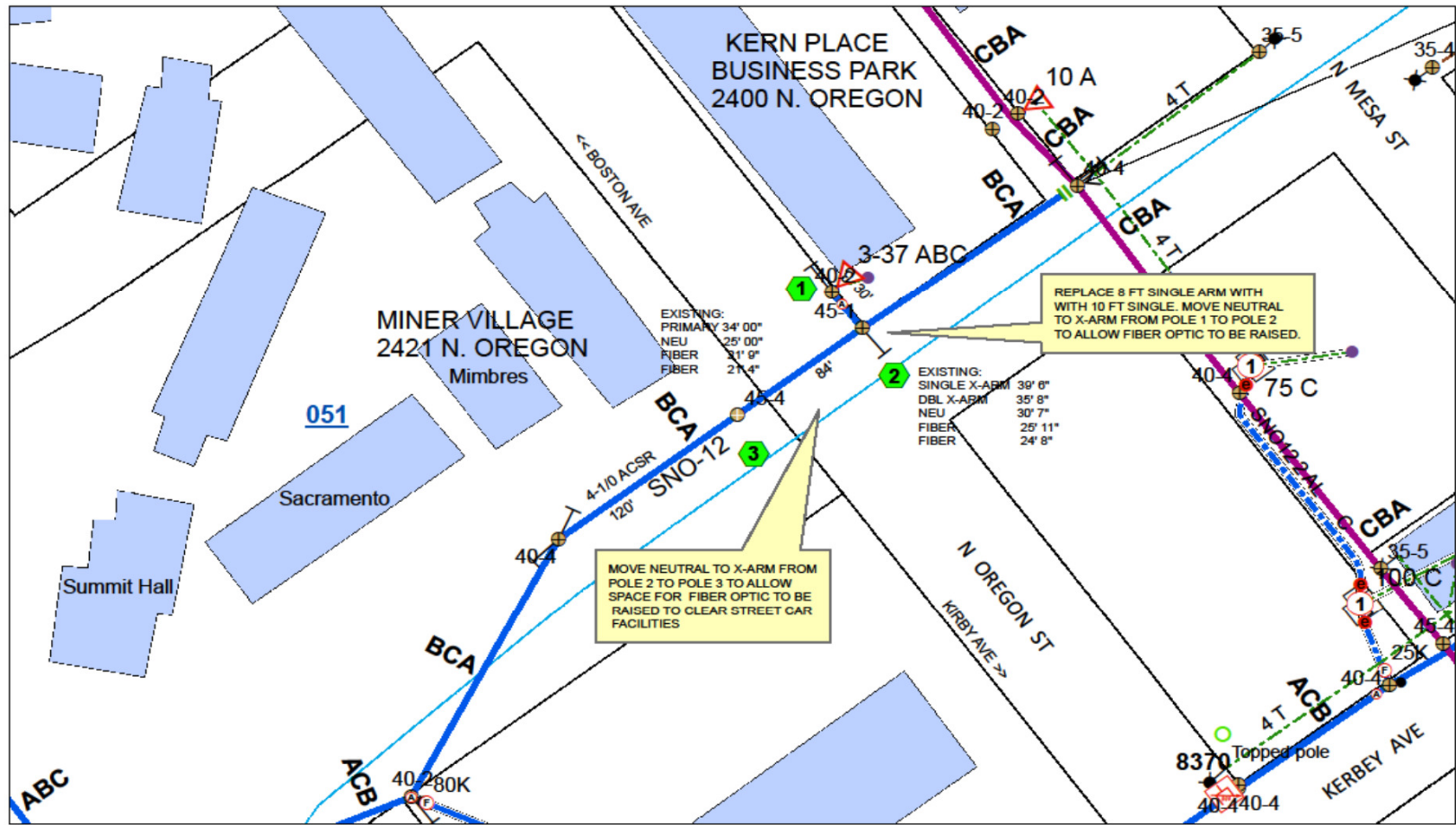
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 Work Order #: DT029344
 Tax District: 051
 Feeder: SNO 11

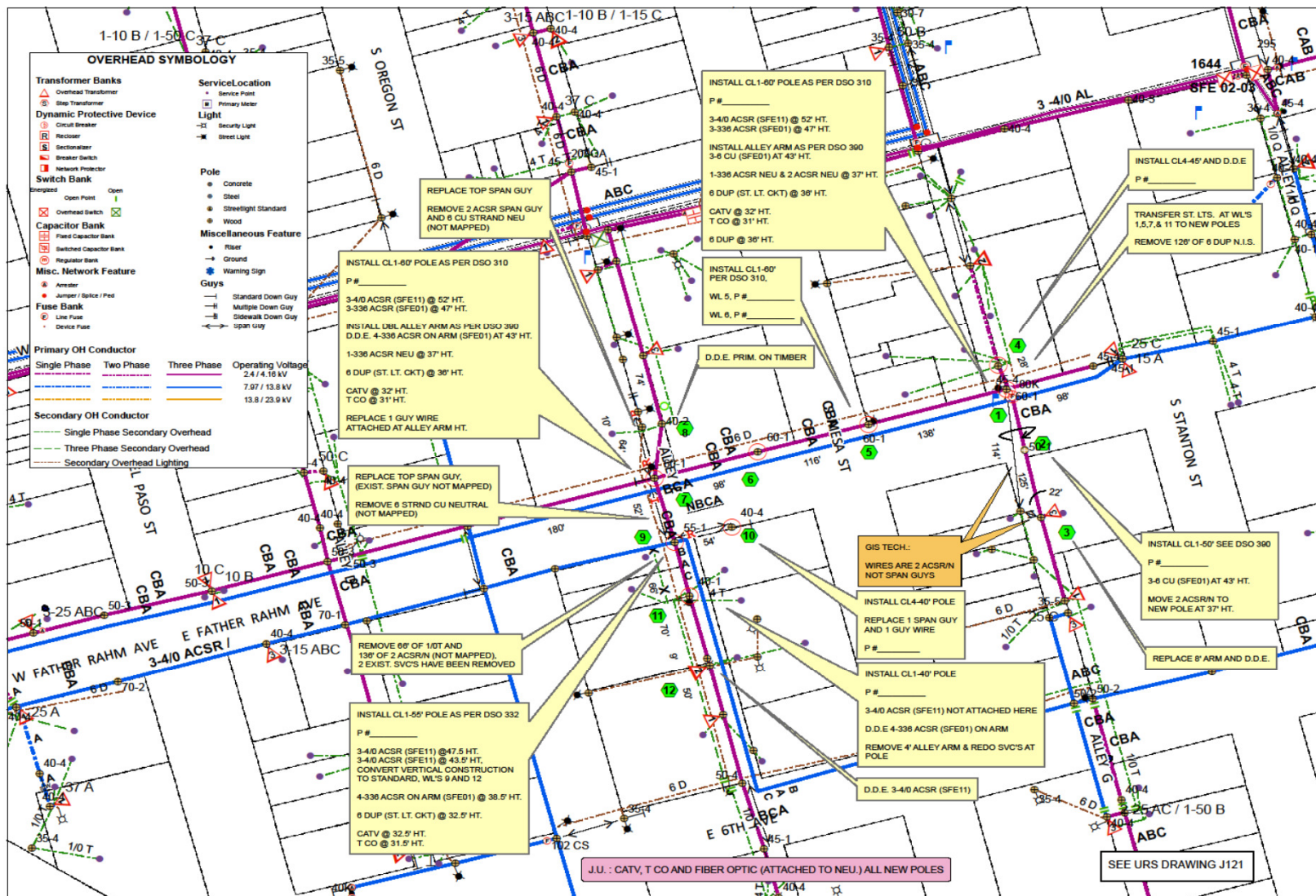
EL PASO STREETCAR PROJECT OH
 ID #OH21 OREGON ST #, HAGUE ST, EL PASO, TX 79902-
 O.H. MAP

Planner: Jerry Ramirez
 Planner Phone: (915) 543-5769
 Planner Cell: (915) 525-6241

Customer: EL PASO STREETCAR PROJECT
 Customer Phone: 915-493-6471







1 inch = 60 feet

Work Request #: 28917
 Work Order #: DT028917
 Tax District: 051
 Feeder: SFE11, SFE01

CITY OF EL PASO-EL PASO STREETCAR PROJECT OH

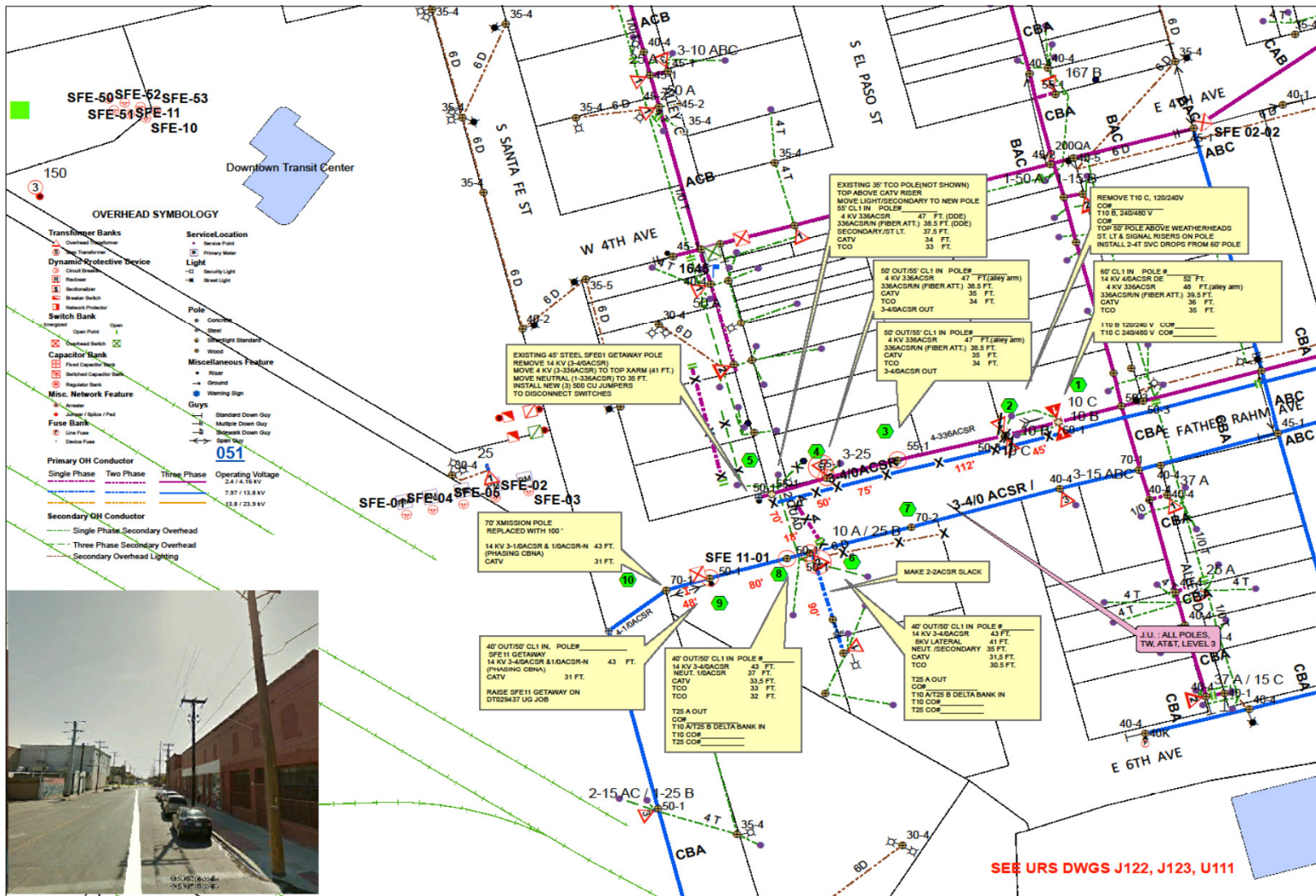
ID #OH33 FATHER RAHM AVE #, MESA ST, EL PASO, TX 79901-

Planner: Robert Becerra
 Planner Phone: 543-5714
 Planner Cell: 637-0542

Customer: CITY OF EL PASO-EL PASO STREETCAR PROJECT OH
 Customer Phone: 915-493-6471



EL PASO ELECTRIC
 DT028917
 4/27/2015



1 inch = 60 feet

Work Request #: 29311
 Work Order #: DT029311
 Tax District: 051
 Feeder: SFE01, SFE11

EL PASO STREETCAR PROJECT OH ID # 0H35 FATHER RAHE AVE #, SANTA FE ST, EL PASO, TX 79901-

Planner: Jaime Roman
 Planner Phone: 915/543-5873
 Planner Cell: 915/525-1086

Customer: EL PASO STREETCAR PROJECT OH
 Customer Phone: 915-493-8471

