

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) has partnered with the Texas Department of Transportation (TxDOT) for the development of the Americas Managed Lanes Project (Project), whereby the CRRMA agreed to provide the environmental and preliminary engineering services for the Project through execution of a Project Development Agreement with TxDOT dated March 27, 2013 (PDA);

WHEREAS, TxDOT and the CRRMA desire to expand the services to be provided by the CRRMA to include additional survey work requested by TxDOT in connection with the development of the Project and TxDOT desires to provide the funding required for the additional survey services; and

WHEREAS, the parties now desire to amend the PDA to establish the responsibilities of each party in the development of such additional survey work.

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

THAT the Executive Director be authorized to execute Amendment No. 1 to the Project Development Agreement for Preliminary Engineering and Environmental Services with the Texas Department of Transportation (TxDOT), for the Americas Managed Lanes Project.

PASSED AND APPROVED THIS 9TH DAY OF AUGUST 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

AMERICAS MANAGED LANES PROJECT

**PROJECT DEVELOPMENT AGREEMENT
FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES**

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO THE PROJECT DEVELOPMENT AGREEMENT FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES (this “Amendment”), effective as of the ____ day of August, 2017 (the “Effective Date”), is made by and between the **TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”)**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY (“Authority”)**, a political subdivision of the State of Texas.

WHEREAS, TxDOT and the Authority entered into a Project Development Agreement for Preliminary Engineering and Environmental Services, effective as of March 27, 2013 (the “PDA”), for the purpose of facilitating certain project development activities in connection with the preparation of environmental documents and preliminary engineering services for Loop 375 – Americas Managed Lanes in the City of El Paso (the “Project”); and

WHEREAS, the Authority’s general scope of work under the PDA is currently limited to developing preliminary engineering design (schematic) for the Project and conducting environmental studies; and

WHEREAS, pursuant to Paragraph 2 of the PDA, final design services for the Project may not commence until a project development agreement for such activities is executed by the parties or until TxDOT consents, in writing, to such activities; and

WHEREAS, as initially conceived, the Project was to go through the environmental review process with a managed (toll) lanes alternative, consistent with the adjacent César Chávez Loop 375 facility, which includes tolled managed lanes; and

WHEREAS, as the existing managed lanes are proposed to be removed from the César Chávez Loop 375 facility, the Project as planned will no longer have managed (toll) lanes; and

WHEREAS, TxDOT has requested that the Authority perform final design services for the Project, in addition to the schematic and environmental services; and

WHEREAS, TxDOT and the Authority desire to amend the PDA to amend the Authority’s scope of work and to modify the relationship between TxDOT and the Authority in connection with the development of the Project; and

WHEREAS, Paragraph 7 of the PDA permits TxDOT and the Authority to amend the PDA through written amendment executed by both parties.

NOW THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto, and for good and other valuable consideration, TxDOT and the Authority agree as follows:

I. Amendment to Paragraph 1. Paragraph 1 of the PDA is hereby amended in its entirety to read as follows:

1. Scope of Work – Authority.

(a) Authority Work. As of the effective date of this Agreement, the Authority is authorized to commence and will undertake and diligently perform the services and work on the Project, as more fully described in Exhibit B and Exhibit B-1 (“Authority Work”) to be performed for the Project located within the area more fully described in Exhibit A, Location Map of Project Limits.

(b) Schematic Design. When the schematic design prepared as part of the preliminary engineering is complete, the Authority shall submit to the TxDOT engineer the schematic and related information identified in 43 Tex. Admin. Code § 27.56(c)(2).

(c) Design Standards. The Project design must be in compliance with either the latest version of TxDOT’s design manuals, as defined in 43 Tex. Admin Code §27.51, or, in the absence of applicable TxDOT standards in the design manuals, with the latest version of the American Association of State Highway and Transportation Officials (“AASHTO”) standards, as described in 43 Tex. Admin Code §27.56(b)(1). The Authority may request exceptions to design criteria subject to the approval of the Executive Director of TxDOT pursuant to 43 Tex. Admin. Code §27.56(b)(2). For purposes of this Agreement, the latest versions of the design manuals and AASHTO standards are those in effect on the date that a process is initiated to procure construction services for the project.

(d) Final Design. All plans, specifications, and estimates developed by the Authority shall conform to the latest version of TxDOT’s Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and shall conform to TxDOT required special specifications and special provisions. If requested by the Authority, the Executive Director of TxDOT may approve the use of an alternative specification if the proposed specification is determined to be sufficient to ensure the quality and durability of the finished product for the intended use and the safety of the traveling public. In deciding whether to approve the use of an alternative specification, the Executive Director shall consider whether the project is intended to become part of the state highway system or otherwise subject to the jurisdiction of the department. The Authority shall submit to the TxDOT engineer design plans and other information identified in Exhibit B-1 and 43 Tex. Admin. Code § 27.56(c)(4), in accordance with the schedule for design reviews established under Exhibit B-1.

(e) Financing of Authority Work. In addition to the funds made available for the Project under the Financial Assistance Agreement, the final Design will be funded 100% by TxDOT and paid for through the El Paso District’s Professional Services Budget.

(f) Assessment of Objectivity. Given that the Authority's general engineering consultant will work both on the environmental review document and the subsequent engineering and design work, under 23 U.S.C. Section 112(f), the Authority will assess the objectivity of the environmental review work prior to its submission to TxDOT and will report its assessment to TxDOT.

(g) Timing of Final Design and Construction. Notwithstanding the authority to begin final design services for the Project as described in Exhibit B-1, the Authority:

(i) shall not commence final design before completion of the environmental review; and

(ii) shall not commence any construction services until a project development agreement for such services is executed by the parties.

II. Amendment to Paragraph 2. Paragraph 2 of the PDA is hereby amended in its entirety to read as follows:

2. **Project Construction and Operation.** This PDA does not govern construction or operation of the Project, and does not constitute TxDOT approval of the Project or TxDOT approval for the Authority to construct the Project.

III. Addition of Exhibit B-1. Exhibit B-1 attached hereto is hereby added as Exhibit B-1 to the PDA.

IV. Authorization. Each party to this Amendment represents to the other that it is fully authorized to enter into this Amendment and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Amendment in accordance with its terms, other than those that have been obtained.

V. Remainder of Agreement. Except as amended hereby, the PDA shall continue in full force and effect in the form that was effective immediately before the execution of this Amendment.

VI. Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Amendment by 2 multiple counterparts on the dates shown herein below, effective on the date set forth above.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Raymond L. Telles
Executive Director

By: _____
James M. Bass
Executive Director

Date: _____

Date: _____

EXHIBIT B-1

Loop 375 (Americas Avenue) Managed Lanes and Frontage Road and Ramp Improvements Project

Project Description and Authority Scope of Work

GENERAL – Project Description

The CSJs numbers for the Loop 375 (Americas Avenue) Managed Lanes, Frontage Road and Ramp Improvements Project (the Project) are 2552-03-049 and 2552-03-058.

The limits of the proposed improvements are from Bob Hope to the Zaragosa Port of Entry. Work to be performed consists of frontage road improvements to include bridge widenings, adding proposed braided ramps for Loop 375 (Americas Avenue) as follows: Two sets of braided ramps between Zaragoza Road and Pan American Drive, one set in the Northbound direction and one set in the Southbound direction, one set of braided ramps in the Southbound direction between North Loop Drive and Alameda Avenue and frontage road and major intersection improvements.

The scope of work to complete the PS&E package will include design level survey to complement existing survey work, geotechnical field and office services, detailed bridge design, signage and pavement marking design, coordination with utility companies to resolve any conflict with construction.

The Authority through its GEC shall prepare final design plans for the Americas Managed Lanes, Frontage Road and Ramp Improvements to include at a minimum:

- Typical sections of all improvements including widened or new bridge structures
- Roadway plan and profile and superelevation
- Location and text of proposed main lane guide signs
- Location and text of proposed managed lane signs
- Lane lines and arrows indicating the number of lanes
- Bridge widening(s) limits
- New bridge(s) limits
- Retaining wall(s) limits
- Roadway lighting locations
- Geometrics, such as pavement cross slopes, lane/shoulder widths, slope rates (for fills and cuts) of the typical sections of proposed main lanes, frontage roads, ramps, and cross roads (if any), shown in planview and cross sections.
- Current and projected traffic volumes as provided by TxDOT

- Control of access lines
- Utility conflicts/adjustments with location and elevation information
- Proposed drainage structures
- Traffic control and sequence of construction plan
- Signing and striping layout
- Drainage retention ponds
- ROW determination
- Sizing of Retention Ponds in accordance with the City of El Paso Design Standards to have no downstream impacts.
- Determine the location of retention ponding areas for storing runoff.
- Identify any ROW requirements for locating/constructing new ponding areas and/or drainage appurtenances.
- Coordination with City of El Paso / Socorro / County of El Paso and the EPWU-Stormwater Management
- Determination and revision of roadway watershed and sub water shed areas.
- Determination flood plain requirements. (not included CLOMR/LOMR)
- Proposed Storm System.

The Engineer shall perform the following tasks to support the engineering design effort:

- Develop Engineer's cost estimate to include construction, ROW, utility relocations, and contingencies.
- Revise drainage analysis and maps of the proposed drainage systems.
- Prepare a bridge type evaluation and analysis for proposed braided ramp structures.
- Work cooperatively and collaboratively with other governmental agencies and design consultant firms.

The Authority through its GEC will work with TxDOT to schedule the project's required design reviews which shall include;

- Design Summary Report
- 30% PS&E
- 60% PS&E
- 100% PS&E
- Technical Memorandums on drainage analysis, bridge concepts, lighting, ITS assessment, and aesthetics.
- Cost Estimates
- Utility Relocation Plans