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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 12 Ordinance/Resolution# 12-035

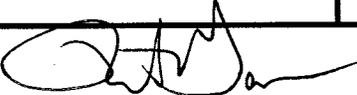
For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of August 15, 2011  
 (Adoption Date)

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF DEL REY BLVD. AND ELKS DRIVE AS PART OF THE NMDOT I-25 GRADE SEPARATION AT ENGLER PROJECT.

**PURPOSE(S) OF ACTION:**

To accept the Memorandum of Agreement.

<b>COUNCIL DISTRICT 5</b>		
<b><u>Drafter/Staff Contact:</u></b> Amber Vaughn 	<b><u>Department/Section:</u></b> Public Works	<b><u>Phone:</u></b> 575-528-3228
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The New Mexico Department of Transportation (NMDOT) has programmed \$10.4 million for the purpose of design, construction, and other related transportation improvements associated with the 1-25 Grade Separation at Engler Road Project (CN: D1028) through the 2011 Statewide Transportation Improvement Plan (STIP). The project is also included in the Las Cruces Metropolitan Planning Organization Transportation Improvement Plan (TIP) with NMDOT listed as the lead agency.

NMDOT requested that the City participate in the funding and construction of the intersections of Del Rey Blvd./Engler Road and Engler Road/Elks Drive in conjunction with the grade separation project. Participation by the City will ensure a smooth transition from Engler Road within the NMDOT's jurisdiction to Del Rey Blvd. and Elks Drive within the City's jurisdiction. This Memorandum of Agreement (MOA) would then outline the responsibilities of NMDOT and the City in order to accomplish this objective.

Major City responsibilities included in the MOA (Exhibit "A") are:

- Acquire additional right-of-way on Del Rey Blvd. as part of the improvements to be completed by the City;
- Design and construct the Del Rey Blvd./Engler Road intersection and improvements to the Del Rey Blvd. roadway;
- Acquire any easements or permits required for the Del Rey Blvd. improvements;

- Design and construct improvements to Elks Drive to accommodate the Elks Drive/Engler Road intersection;
- Donate to NMDOT portions of permanent easements or prescriptive properties that will lie within new interstate access control, as depicted on right-of-way maps;
- Participate in the design of the Engler Road component of the project, serve as the nominal applicant, and cooperate in the processing of all required permits and acquisitions;
- Maintain ownership and maintenance responsibilities for Engler Road between Elks Drive and Del Rey Blvd. and the intersections of Engler Road at Elks Drive and Del Rey Blvd. and any portions of Elks Drive and Del Rey Blvd. that are within the project area;
- Maintain ownership and maintenance responsibilities of traffic signals at the intersection of Engler Road/Elks Drive and Engler Road/Del Rey Blvd.

The Public Works Department has contracted with Gannett Fleming West, Inc., under the existing General Engineering Services Agreement (08-09-328) in the amount of \$43,222.80 to design the Del Rey Blvd. roadway improvements and to perform the needed project coordination for the project, utilities, and right-of-way needs with NMDOT (Exhibit "B"). The needed improvements at Engler Road and Elks Drive will be completed by the Public Works Streets System Section prior to completion of the NMDOT project.

The Engineers Estimate for the Del Rey Blvd/Engler Road improvements is \$175,000. The required funds are available in the Sales Tax Street Maintenance fund balance and will be allocated when the construction contract is awarded by City Council.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Memorandum of Agreement.
3. Exhibit "B", Gannett Fleming West, Inc., Contract.

**SOURCE OF FUNDING:**

Is this action already budgeted?  N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.	
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: 4212 in the amount of _____ for FY_____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

The Public Works Department is currently under contract with Gannett Fleming West, Inc., (P.O. #11203379) under the existing General Engineering Services Agreement (08-09-328) in the amount of \$43,222.80 to design the Del Rey Blvd. roadway improvements and to perform the needed project coordination for the project, utilities, and right-of-way needs with NMDOT (Exhibit "B"). If the MOA is not approved this design project will be abandoned and NMDOT will not proceed with the project.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the resolution authorizing the City of Las Cruces to enter into a MOA with NMDOT for the construction of Del Rey Blvd. and Elks Drive as part of the NMDOT I-25 Grade Separation at Engler Project.
2. Vote "No"; this will reject the resolution authorizing the City of Las Cruces to enter into a MOA with NMDOT for the construction of Del Rey Blvd. and Elks Drive as part of the NMDOT I-25 Grade Separation at Engler Project.
3. Vote to "Amend"; modify the resolution and provide staff alternate direction on how to proceed with the project. This could impact NMDOT proceeding with the project.
4. Vote to "Table"; this could impact NMDOT proceeding with the project.

**REFERENCE INFORMATION:**

N/A

**RESOLUTION NO. 12-035**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF DEL REY BLVD. AND ELKS DRIVE AS PART OF THE NMDOT I-25 GRADE SEPARATION AT ENGLER PROJECT.**

The City Council is informed that:

**WHEREAS**, the New Mexico Department of Transportation (NMDOT) has programmed \$10.4 million for the purpose of design, construction, and other related transportation improvements associated with the 1-25 Grade Separation at Engler Road Project (CN: D1028) through the 2011 Statewide Transportation Improvement Plan (STIP); and

**WHEREAS**, NMDOT has requested that the City participate in the funding and construction of the intersections of Engler Road/Del Rey Blvd. and Engler Road/Elks Drive in conjunction with the grade separation project; and

**WHEREAS**, the Memorandum of Agreement (MOA) would require the City to:

- Acquire additional right-of-way on Del Rey Blvd. as part of the improvements to be completed by the City;
- Design and construct the Del Rey Blvd./Engler Road intersection and improvements to the Del Rey Blvd. roadway;
- Acquire any easements or permits required for the Del Rey Blvd. improvements;
- Design and construct improvements to Elks Drive to accommodate the Elks Drive/Engler Road intersection;
- Donate to NMDOT portions of permanent easements or prescriptive properties that will lie within new interstate access control, as depicted on right-of-way maps;

- Participate in the design of the Engler Road component of the project, serve as the nominal applicant, and cooperate in the processing of all required permits and acquisitions;
- Maintain ownership and maintenance responsibilities for Engler Road between Elks Drive and Del Rey Blvd. and the intersections of Engler Road at Elks Drive and Del Rey Blvd. and any portions of Elks Drive and Del Rey Blvd. that are within the project area;
- Maintain ownership and maintenance responsibilities of traffic signals at the intersection of Engler Road/Elks Drive and Engler Road/Del Rey Blvd; and

**WHEREAS**, the needed improvements at Engler Road and Elks Drive will be completed by the Public Works Streets System Section prior to completion of the NMDOT project.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the City of Las Cruces will enter into a Memorandum of Agreement (MOA) with the New Mexico Department of Transportation for the construction of Del Rey Blvd. and Elks Drive as part of the NMDOT I-25 Separation at Engler Project.

**(II)**

**THAT** the City of Las Cruces will participate in the funding and construction of the intersections of Engler Road/Del Rey Blvd. and Engler Road/Elks Drive in conjunction with the grade separation project.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

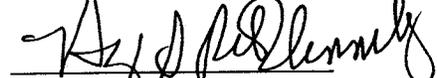
\_\_\_\_\_  
City Clerk

VOTE:  
Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Connor: \_\_\_\_\_  
Councillor Pedroza: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_  
Councillor Sorg: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**NEW MEXICO DEPARTMENT OF TRANSPORTATION**  
**and**  
**CITY OF LAS CRUCES**  
**for**  
**I-25 GRADE SEPARATION AT ENGLER ROAD**  
**PROJECT # IM-TPO-025-1(87); CN: D1028**

**This Memorandum of Agreement (MOA)** is entered into by and between the New Mexico Department of Transportation (Department) and the City of Las Cruces (City), collectively referred to as the "Parties".

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, **THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE: RECITALS**

1. The Department has programmed \$10.4 million for purposes of design, construction and other related transportation improvements associated with the I-25 Grade Separation at Engler Road (Project) through the 2011 Statewide Transportation Improvement Plan (STIP). The Project is also included in the Las Cruces Metropolitan Planning Organization Transportation Improvement Program (TIP) with the Department listed as the lead agency.
2. The City, through permanent or prescriptive easements within its jurisdiction, currently administers and maintains Elks Drive and Del Rey Blvd. within the Project area.
3. The Project includes construction of Engler Road as a continuous roadway between Elks Drive and I-25; under I-25; between I-25 and Weaver Trail; and between Weaver Trail and Del Rey Blvd.

4. The City, through permanent or prescriptive easements within its jurisdiction, will administer and maintain Engler Road in its entirety, constructed as a component of the overall Project.

5. The City does not have permanent or prescriptive easements for Engler Road between I-25 and Weaver Trail.

6. A portion of the permanent or prescriptive easements to be acquired for Engler Road between I-25 and Weaver Trail will lie within interstate access control. Once permanent or prescriptive easements are acquired for this portion of Engler Road, the City will administer and maintain Engler Road, in its entirety, constructed within the interstate access control area.

7. Improvements to Del Rey Blvd. are required to accommodate traffic generated from the construction of the Engler Road component of the Project. The City does not currently have adequate permanent or prescriptive easements for Del Rey Blvd. to allow improvements to be made on Del Rey Blvd. within the Project area.

## **SECTION TWO: PURPOSE OF THE MOA**

The purpose of the MOA is to:

1. Allow the Department to enter and construct Engler Road between Elks Drive and Del Rey Blvd. using funds authorized by the State Legislature and/or U.S. Department of Transportation following Department procedures, without a change in ownership or maintenance responsibilities.
2. Allow the City to acquire additional ROW on Del Rey Blvd., design and construct the Del Rey Blvd. roadway to accommodate the traffic generated from the construction of Engler Road, design and construct the Elks Drive four-lane transitions north and south of the Elks Drive/Engler Road intersection, and construct the intersection of Del Rey Blvd. and Engler Road.
3. Allow the City to administer and maintain Engler Road, Elks Drive and Del Rey Blvd. within the Project area.

**SECTION THREE: TERM OF THE MOA**

This MOA shall become effective on the date all the parties have signed this MOA and shall remain in effect until June 30, 2015, unless terminated pursuant to Section Fifteen. The Parties shall have the option of extending this agreement pursuant to Section Seventeen.

**SECTION FOUR: RESPONSIBILITIES OF THE PARTIES****A. The Department shall:**

1. Serve as the fiscal agent for the project, and shall collect and disburse funds in compliance with State and Federal legislative authorization;
2. Provide a Project Development Engineer to lead the Project;
3. Design and oversee construction of Engler Road from Elks Drive to Del Rey Blvd. The Department is the recipient and fiscal agent for the appropriated funds and is responsible for compliance with all federal and state regulations governing the expenditure of these funds;
4. Acquire right-of-way for Engler Road between I-25 and Weaver Trail;
5. Acquire all necessary permits, clearances, conveyances, and approvals on behalf of the City for improvements on Engler Road between Elks Drive and Del Rey Blvd. from appropriate state, local or federal entities;
6. Mitigate any and all impacts in connection with construction of Engler Road between Elks Drive and Del Rey Blvd.;
7. Select and procure necessary professional/contractual services for the completion of the proposed improvements, in compliance with all state and federal laws;
8. Be responsible for all matters pertaining to construction for the Project;

9. Maintain all records and documents relative to this MOA for a minimum of five (5) years;
10. Permit City personnel to be present and participate in on-site inspection during all phases of Engler Road construction;
11. Require that the City be identified as a third-party beneficiary in any construction contract the Department enters into for the Engler Road component of the Project; and
12. Require in the construction contract that all contractors on the project name the City as an additional insured on their comprehensive general liability form or commercial general liability form.

B. The City shall:

1. Allow Department to enter Elks Drive and Del Rey Blvd. within the Project area and construct Engler Road between Elks Drive and Del Rey Blvd. and the Elks Drive/Engler Road intersection;
2. Acquire additional ROW required for Del Rey Blvd. improvements;
3. Design and construct Del Rey Blvd./Engler Road intersection and improvements to Del Rey Blvd. This construction will be completed prior to completion of the Project;
4. Acquire any easements or permits required for the Del Rey Blvd. improvements;
5. Provide all coordination with entities and utilities required for the Del Rey Blvd. improvements;
6. Design and construct improvements to Elks Drive to accommodate the Elks Drive/Engler Road intersection. This construction will be completed prior to completion of the Project;
7. Donate to the Department portions of permanent easements or prescriptive properties that will lie within new interstate access control, as depicted on ROW maps as parcels 2-2 and 3-5;

8. Use the Project Control Number in all correspondence and submittals to the Department;
9. Appoint a lead contact for the Project;
10. Participate in the design of the Engler Road component of the Project, serve as the nominal applicant and cooperate in the processing of all required permits and acquisitions;
11. Maintain ownership and maintenance responsibilities for Engler Road between Elks Drive and Del Rey Blvd. and the intersections of Engler Road at Elks Drive and Del Rey Blvd. and any portions of Elks Drive and Del Rey Blvd. that are within the Project area;
12. Maintain ownership and maintenance responsibilities of lighting, through a lighting agreement between the City and the Department, for Engler Road within the Project Area;
13. Maintain ownership and maintenance responsibilities of traffic signals at the intersections of Engler Road and Elks Drive and Engler Road and Del Rey Blvd.

#### **SECTION FIVE: PROJECT RESPONSIBILITY**

The Department is responsible for the completion of Engler Road project component between Elks Drive and Del Rey Blvd., and nothing herein requires the Department to have any responsibility for future maintenance of this portion of the Project. The City shall maintain this portion of the Project with its own funds. Any future improvements to, and/or extension of Engler Road, Elks Drive or Del Rey Blvd. outside the project's limits will be the City's maintenance responsibility.

#### **SECTION SIX: WARRANTY DISCLAIMER**

The Department makes no representations or warranties regarding the quality of the construction of the improvements performed under this MOA. The City agrees and acknowledges that its remedy for any defects pertaining to the services and resulting improved roads shall be limited to actions taken against the road construction

contractor(s) where such actions arise from the designation of the City as a third-party beneficiary to contracts the Department enters into with such contractors.

#### **SECTION SEVEN: LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any Liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

#### **SECTION EIGHT: LEGAL COMPLIANCE**

The Parties shall comply with all applicable federal, state and local laws, and Department regulations and policies in the performance of this MOA, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental and cultural resources requirements, right-of-way acquisition, workplace safety, employer-employee relations, and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Parties shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

#### **SECTION NINE: THIRD PARTY BENEFICIARY CLAUSE**

No provision of this MOA creates in the public, or any member thereof, a third party beneficiary or authorizes anyone not a party to the MOA to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this MOA.

#### **SECTION TEN: NEW MEXICO TORT CLAIMS ACT**

No provision of this MOA establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the City arising from the performance of this MOA apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**SECTION ELEVEN: CONSENT TO JURISDICTION AND VENUE**

The Parties hereby consent to and agree to exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this MOA which cannot be resolved informally, and each Party waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over that Party. Venue for litigation of issues, claims, or all other judicial matters arising or resulting from this MOA shall be in the 3<sup>rd</sup> Judicial District Court of New Mexico.

**SECTION TWELVE: ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS**

There shall be strict accountability for all receipts and disbursements relating hereto. The Parties shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Parties shall furnish the State Auditor, upon demand, any and all such records relevant to this MOA and allow them the right to audit all records, which support the performance of this MOA.

**SECTION THIRTEEN: AUTHORIZATION OF EXPENDITURES**

The terms of this MOA are contingent upon acceptance of responsibilities stated in Section Four by both Parties. The Department is expressly not committed to expenditure of any funds until such time. The Department's decision as to whether appropriated funds are available for the Engler Road component of the Project is dependant upon the execution time frame of this MOA.

**SECTION FOURTEEN: TERMS OF THIS MOA**

This MOA constitutes the entire MOA between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this MOA and not enforceable pursuant to this MOA.

**SECTION FIFTEEN: TERMINATION**

Either Party has the option of canceling this MOA by giving thirty (30) days written notice to the other Party. Upon receipt of the "Notice of Cancellation," the other Party

shall immediately suspend any further work. Notwithstanding such termination, both Parties shall honor obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination of this MOA. However, neither Party shall have any obligation to perform services or make payment for services rendered after such date of termination.

**SECTION SIXTEEN: SEVERABILITY**

In the event that any portion of this MOA is determined by a court of competent jurisdiction to be void, unconstitutional, or otherwise unenforceable, the remainder of this MOA shall remain in full force and effect.

**SECTION SEVENTEEN: AMENDMENT**

This MOA shall not be supplemented or amended except by an instrument in writing and executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seal the day and year set forth below.

*for* *Kathryn Bonds* 7/1/11  
Cabinet Secretary Date  
N. M. Dept. of Transportation

\_\_\_\_\_  
City Date  
City of Las Cruces

APPROVED AS TO FORM:  
*[Signature]*  
City Attorney

Approved as to form and legal sufficiency by the Department's Office of General Counsel.

By: *Cynthia A. Chui* Date: 6-27-11  
Assistant General Counsel

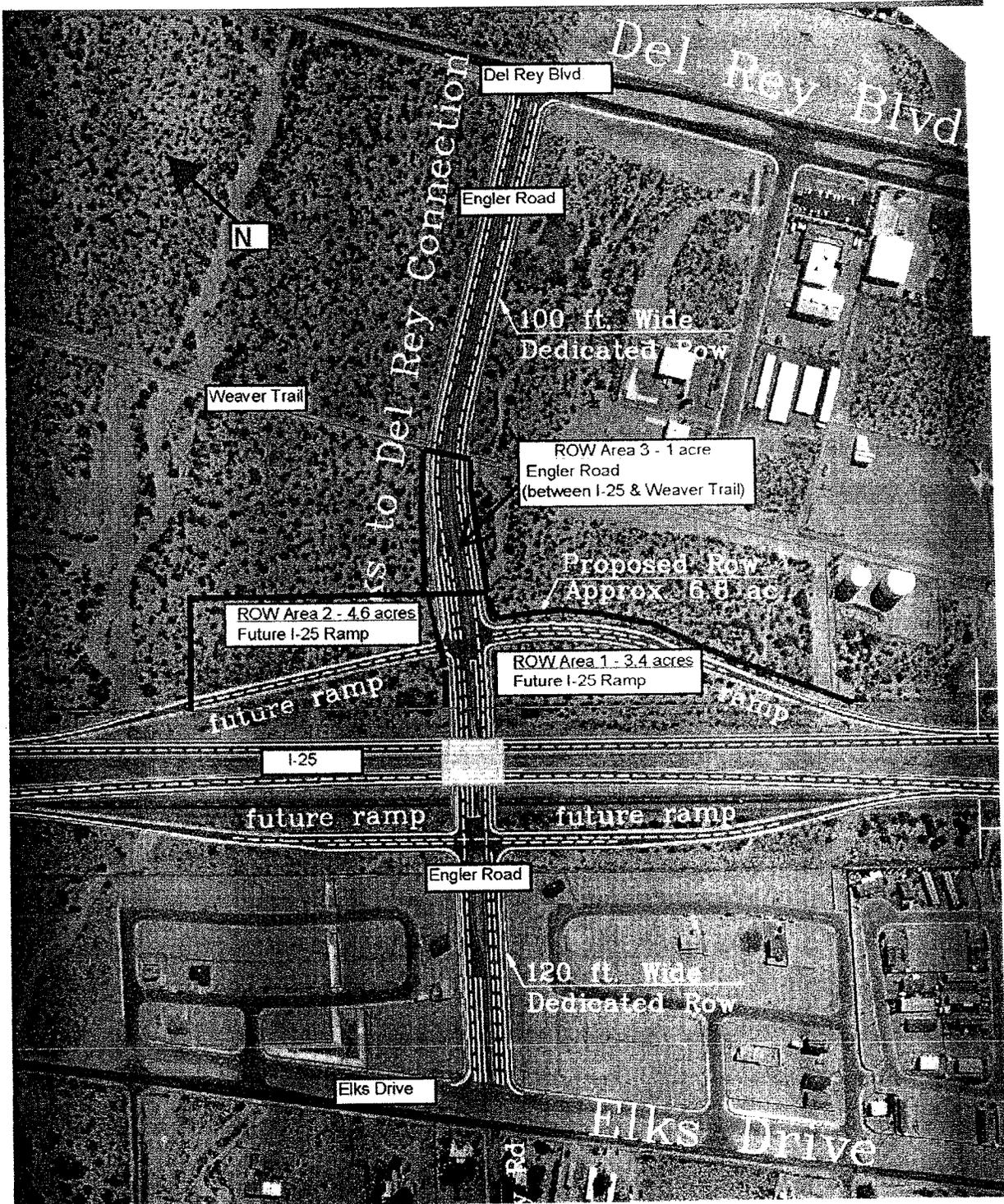


Figure 1 – I-25 Grade Separation and Engler Road Connection (CN: D1028)  
Right-Of-Way Requirements

**GENERAL ENGINEERING SERVICES AGREEMENT  
 FOR THE DESIGN OF THE DEL REY BOULEVARD AND ENGLER ROAD  
 INTERSECTION PROJECT IN AN AMOUNT NOT TO EXCEED \$38,398.93 PLUS  
 \$2,903.92 FOR NEW MEXICO GROSS RECEIPTS TAX AND A CONTINGENCY OF  
 \$1,919.95 FOR A TOTAL OF \$43,222.80.**

THIS Agreement is entered into on this 20<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2011 between the City of Las Cruces ("City"), and Gannett Fleming West, Inc. ("Engineer") as follows:

1. Documents Included by Reference. The following documents are included and made a part of this Agreement by reference as if fully set forth herein:
  - A. The Technical Proposal and Cost Proposal submitted by the Engineer pursuant to City of Las Cruces Resolution No. 08-09-328;
  - B. The General Engineering Services Contract entered into between the parties on November 3, 2008 pursuant to Resolution No. 08-09-328 and renewed for a one year period on November 23, 2009 per Resolution No. 09-10-431 and on November 1, 2010 per Resolution No. 10-11-418.
  
2. Project Scope of Work, Cost and Completion Date proposal dated May 23, 2011. See Exhibit "A" attached.

CITY OF LAS CRUCES

By: [Signature]  
 Bob Telles  
 Purchasing Manager  
 Requisition Number: 11103993

APPROVED AS TO FORM:

[Signature]  
 ASST City Attorney

NAME OF ENGINEERING FIRM

Gannett Fleming West, Inc.  
 Firm Name

By: [Signature]  
 (Signature)  
George H. Herrera, Vice-President  
 Print Name and Title



May 23, 2011

City of Las Cruces  
Public Works/Project Development  
P.O. Box 20000  
Las Cruces, NM 88004

GANNETT FLEMING WEST, INC.  
Suite 7000  
2155 Louisiana Boulevard, N.E.  
Albuquerque, NM 87110-5429

Office: (505) 265-9468  
Fax: (505) 881-2513  
www.gannettfleming.com

ATTN: Jerry Cordova, P.E.

**RE: Revised Technical Proposal and Cost Estimate  
Design of Engler/Del Rey Intersection**

Dear Mr. Cordova:

Gannett Fleming West, Inc. (GFW) is pleased to submit this revised proposal to design improvements to a portion of Del Rey in order to complete the design of its intersection with the new Engler Road alignment being prepared for the New Mexico Department of Transportation (NMDOT). The purpose of this design will be to improve existing deficiencies on Del Rey in order to develop an intersection that meets current City of Las Cruces (CLC) design standards. The design will be based on the geometric requirements agreed upon by the CLC and the NMDOT, including the vertical curve correction to the north of the intersection.

#### **SCOPE OF WORK ASSUMPTIONS**

The scope of work presented below is based on a scoping meeting held at the NMDOT Southern Design Region and which was attended by NMDOT project officials, City of Las Cruces Public Works officials and GFW. It is further based on the need to design the following base project improvements at the Del Rey and Engler Intersection:

The City and DOT have agreed on proposed improvements, to include:

- a. Thru lane and separate left-turn lane Northbound;
- b. Thru lane and separate right-turn lane Southbound:
  1. Potential effect to horizontal geometry at curb return on Engler.
- c. Address vertical alignment.

Additionally, the project improvement should tie into the existing roadway northbound before the roadway sag near the existing drainage crossing. Additionally Rights of Way will be acquired by the City of Las Cruces. Rights of way mapping is not part of our project scope, however it can be added if the CLC desires. If included the survey work would be performed by Survey Control. The plans developed and designed by GFW will be to CLC standards. GFW will identify ROW impacts and need for TCPs, CMEs or fee acquisition based on existing ROW mapping provided by others. The legal property descriptions and legal parcel mapping will be performed by others.

Because these improvements will be accomplished using local funds only (no state or federal funding will be involved), no environmental surveys will be conducted and no environmental documents will be prepared. The Engler Road design is being performed as part of the NMDOT

project, and the scope of this CLC project will be limited to correcting existing deficiencies on Del Rey to satisfy geometric standards at the new intersection. Signalization and lighting design will be included as part of the NMDOT project.

## SCOPE OF WORK

### **Project Coordination:**

GFW will perform the needed project coordination for the project, utilities, and ROW needs with the NMDOT, City of Las Cruces, and utility owners affected by the proposed improvements. Because the CLC has been involved in the NMDOT project, from which the scope of this intersection project has been developed, GFW is not proposing a project kick-off meeting, and we will just proceed directly into the scoping and schematic design once we receive notice to proceed. No cost has been included for public involvement. GFW will coordinate with the affected utilities. This will be done in conjunction with the utility coordination for the NMDOT project. It is assumed that the utility certifications completed for the NMDOT project will also suffice for this project. No costs for utility designation or potholing are included in this proposal. However, utility investigation will be done as part of the NMDOT project. If additional services become necessary, the costs will be negotiated with the CLC at a later date.

GFW will prepare a brief scoping memorandum, schematic design, 80% plans and final plans, specifications, and cost estimate for the proposed intersection improvements and submit them to the CLC for review and comment at each stage of the design. Response to comments at each design stage will be addressed in the following design phase. GFW has included costs for only one design review meeting to be held in Las Cruces at the 80% design stage. The schematic and PSE / Final Plans reviews will be by submission of plans and receipt of review comments from the CLC, along with a telecom to discuss the comments.

### **Design Analysis:**

GFW will perform traffic analysis for LOS, queuing, lane holding lengths and analysis of existing vertical geometry and existing horizontal geometry and propose improved geometry with adequate fore-slopes and back-slopes to meet the roadway traffic volume conditions and roadway design speed. It is anticipated that most of the geometric improvements will involve flattening of the crest vertical curve approximately 200' north of the proposed intersection. This flattening of the vertical curve is important to provide adequate roadway geometry for the design speed and expected traffic volumes. One meeting with the CLC and NMDOT will be provided to review the design analysis.

The traffic analysis for this project will rely on traffic data already collected for the NMDOT project, and supplemented by traffic data from the Las Cruces MPO. The traffic analysis will be limited to that necessary to design the Del Rey approaches to the Engler intersection (i.e., lane drops, turn lanes, turn bays, etc.). No additional traffic counts or analysis are included in this proposal.

The intersection will be designed as a signalized, three-legged ("T") intersection with crosswalks and lighting. The lighting will be limited to the intersection itself, as part of the current NMDOT project, and we will not design lighting along Del Rey. However, there is existing lighting along the east side of Del Rey south of Engler, which we will not change as part of this project. The

signals will also be designed as part of the NMDOT project. The improvements on Del Rey itself will be limited to those necessary to remove roadway deficiencies for the safe operation of the new intersection.

**ROW Impacts Analysis:**

GFW will identify the need for TCPS, CMEs, or parcel fee acquisitions that result from the required geometric improvements. This information will be provided for review by the CLC and NMDOT. Actual legal descriptions, parcel mapping, property valuation and acquisition strategies of the same will be performed by others. This information will be provided and reviewed via email and project electronic correspondence.

**Drainage Analysis:**

GFW expects that drainage analysis will be required to develop appropriate roadway drainage design elements for the proposed project improvements that result from the Design Analysis. Drainage analysis and design will be limited to the actual project drainage within the project limits. The project limits will be along Del Rey from 450' feet south of Engler to 600' feet north of Engler. It should be noted that there is existing erosion and channel cutting along the west side of Del Rey north of the proposed intersection. GFW will analyze this drainage and provide a design to channelize and/or pipe that flow within the existing ROW, but we will not design any drainage improvements to the adjacent properties where erosion is also taking place. From our site visit it appears sheet flow from the west is concentrating at Del Rey, and eroding along the west side of Del Rey. Our scope of work does not include design of a remedy for that problem, but we will include rip rap or other slope protection along the roadway. This proposal does not include geometric or drainage improvements to the sag vertical curve farther north on Del Rey, which appears to be essentially a low flow crossing of that arroyo.

**Roadway Design Plans and Documents:**

In order to manage costs as efficiently as possible and still meet the project needs, GFW is proposing the following modified plan development format. GFW proposes that a schematic design for the proposed roadway improvements that identifies vertical and horizontal geometry, proposed structure or riprap locations and sizes, slope limits, existing ROW limits, proposed revised ROW as needed and required TCPs or CMEs be submitted for review at the time of the design analysis submittal. This Schematic roadway plan submittal will not identify actual quantities in the schematic plan submittal but will identify quantity types. A cost proposal will be provided that includes a 20% construction cost contingency. The submittal will be reviewed by the CLC and NMDOT and GFW will address comments by letter response and inclusion into the next plan submittal which will be a 80% plan submittal.

GFW will then prepare an 80% plan submittal for the proposed project improvements that is consistent with CLC Standard Plan Production needs. GFW will base this plan development from sample plans that were provided by the CLC to GFW. Our cost proposal assumes GFW will prepare a traffic control plan and use standard City of Las Cruces Traffic Control Sheets or NMDOT standard sheets where applicable. The detailed construction traffic control plan can be modified by the successful bidder, and reviewed during construction by CLC for applicability and adherence to MUTCD guidelines. The 80% submittal will be reviewed in Las Cruces with

the CLC. Comments from the plan review meeting will be addressed by letter and incorporated into the final set of plan.

The final deliverable for this project will be a stand-alone plan set (not included in the NMDOT plan set), specifications, and engineer's estimate of probable construction costs, ready for construction bidding purposes by CLC. The project will be designed to the CLC Design Standards, v. 4-4-2005 and Standard Specifications for Road Construction, 2000 Edition. The plans will be prepared in the format provided in the CLC Sample Plans provided to our office. Our cost proposal assumes CLC will provide GFW with sample plan set templates, including standard symbols and line weights, etc. required by the City, in AutoCAD or MicroStation files, and CLC serial drawings and standard details suitable for inclusion into our plan set where appropriate. Our cost proposal assumes we will provide a traffic control plan and using standard City of Las Cruces or NMDOT traffic control sheets where applicable.

### **COST PROPOSAL.**

Our cost proposal is attached. We have prepared this cost proposal based on the terms and conditions of our General Engineering Services Price Agreement, RFP 08-09-328, Contract CLC 09-10-431. Our proposed man-hours and cost proposal are attached. Our cost proposal is summarized below:

Project Coordination	\$ 6,086.10
Preliminary Engineering	\$ 4,306.26
Schematic Design	\$ 6,912.50
80% Design	\$ 11,370.16
<u>Final Design Submittal</u>	<u>\$ 5,773.91</u>

**Total Estimate            w/o NMGR \$34,448.93**

This cost estimate does not include our Subconsultant Survey Control, Inc. (SCI) who can prepare the ROW maps and title report. Based on the current Doña Ana Assessor's information, the land on both sides of Del Rey in the vicinity of the potential ROW takes, is owned by the same entity. Based on this, we have included only one title report for this project. The additional cost for this and the ROW mapping is estimated at \$3,950.00 plus NMGR.

### **SCHEDULE**

GFW will attempt to complete this intersection design around the time the NMDOT project is completed, so that both projects can be let at or around the same time. The current NMDOT schedule is for production in August 2011. Because construction of both projects is somewhat dependent on completion of the other, concurrent construction will reduce construction costs and simplify coordination. However, because the NMDOT project is nearing 60% completion, expeditious contracting and design review on the part of the CLC will be essential to meeting this schedule. We will begin work on this design as soon as we obtain your notice to proceed.

**Gannett Fleming**

Del Rey/Engler City of Las Cruces

We are proposing the following deliverable schedule, assuming we receive Notice to Proceed on our around May 23, 2011:

Preliminary engineering	June 24, 2011
Schematic Design Submittal	July 08, 2011
80% Submittal	August 09, 2011
Final Submittal	September 02, 2011

**CONTRACTING TERMS**

This work will be performed under our General Engineering Services PA with the CLC. If you have any questions or would like to discuss this proposal, please do not hesitate to call George Herrera or myself at 505-820-7020.

Sincerely,

**Gannett Fleming West, Inc.**

*Joe J. Sanchez (email)*

Joseph J. Sanchez, P.E.  
Project Manager

Attachments (3)

XC: George Herrera, P.E., Vice President-GFW  
file

**GFW Cost Breakdown, Engler/Del Rey Intersection**

Page 1 of 3

1 GFW Labor Costs	Hours	Rate/Hour	Cost
Principal	-	\$ 56.31	\$ -
Project Manager	66	\$ 51.72	\$ 3,413.52
Engineering Technician	4	\$ 22.41	\$ 89.64
Design Engineer	195	\$ 37.93	\$ 7,396.35
Senior Engineer	-	\$ -	\$ -
Senior Scientist	-	\$ -	\$ -
Staff Engineer	-	\$ -	\$ -
Engineer Intern	-	\$ -	\$ -
Technician II	-	\$ -	\$ -
Technician I	-	\$ -	\$ -
Engineering Intern	33	\$ 27.59	\$ 910.47
Senior Administrator	4	\$ 17.24	\$ 68.96
<b>Total Hours</b>	<b>302</b>		
<b>Total Direct (Raw) Labor Cost</b>			<b>\$ 11,878.94</b>
<b>2 Total Labor Cost ( at Multiplier)</b>		<b>2.9</b>	
( $\$11,878.94 \times 2.90$ )			<b>\$ 34,448.93</b>
<b>3 Subconsultants</b>			
Not Included			\$ -
<b>Total Subconsultants</b>			<b>\$ -</b>
<b>4 Total Proposed Cost (without NMGR)</b>			<b>\$ 34,448.93</b>
(Total labor - NO SUBCONSULTANTS)			
(estimate does not include NMGR)			
<i>Gannett Fleming West, Inc., Confidential -5/17/11</i>			

Gannett Fleming		Gannett Fleming West, Inc. - Man-Hour Proposal for Eads/Red Intersection													Rev. 7/17	
GFW REVISION		Project	Engineering	Project	Survey	Survey	Staff	Geotechnical	Industrial	Instrumentation	Construction	Class 4	Total Hours			
GFW LABOR		Project	Man-Hour	Days	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour	Man-Hour
<b>Project Coordination</b>																
Project Coordination		10	0	0									1	1	16	
Utility Coordination		0	0	0											0	
ROW Coordination		1	0	0											1	
Plan Review & Submittal Coordination		8	2	16											24	
Subtotal		19	2	32									1	1	55	
<b>Preliminary Engineering</b>																
Design Analysis		1	0	12											12	
Traffic Analysis		1	0	4											4	
Drainage Analysis		1	0	12											12	
ROW Impact Analysis		1	0	4											4	
Subtotal		4	0	32											32	
<b>Schematic Design</b>																
ROW Needs Assessment		0	1	4											4	
Intersect Design		2	0	4											4	
Locate LOTS, CMT		1	0	2											2	
Plan Preparation		6	1	16											16	
Preliminary comments with NOI Contingency		1	0	4											4	
Design Plan Submittal & Letter Response		1	0	4											4	
Subtotal		11	1	40											40	
<b>80% Design</b>																
Plan Preparation, LOTS, CMT		1	0	4											4	
Specifications		4	0	16											16	
Update estimate, Review Contingency		2	0	8											8	
Design Review Meeting		8	0	8											8	
Address review Comments, Letter Response		1	0	4											4	
Subtotal		16	0	64											64	
<b>Final Design</b>																
Plan Preparation, LOTS, CMT		2	0	8											8	
Specifications		6	0	24											24	
Final Prebid Conference Contingency		2	0	8											8	
Submittal and Plans		1	0	4											4	
Subtotal		11	0	44											44	
Total		46	3	184									2	2	188	

Glennet Fleming West, Inc. Labor Cost by Line Item for Emper/Del Her Intersection

Page 1 of 2

GFW LABOR COST	Principal	Project Manager	Engineering Intern	Project Engineer	Senior Engineer	Senior Scientist	Staff Engineer	Geotechnical I	Technician II	Engineering Technician I		Accountant	Total
										Technician I	Technician II		
<b>Project Coordination</b>													
Project Coordination	\$0.00	\$1,515.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,515.30	\$2,033.12
Utility Coordination	\$0.00	\$0.00	\$0.00	\$666.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$666.81
ROW Coordination	\$0.00	\$1,499.99	\$0.00	\$589.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,089.97
Plan Review & Submittals Coordination	\$0.00	\$1,499.99	\$262.65	\$1,111.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,873.90
Subtotal	\$0.00	\$2,865.29	\$262.65	\$2,438.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.98	\$6,086.10
<b>Preliminary Engineering</b>													
Design Analysis	\$0.00	\$1,499.99	\$0.00	\$1,111.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,483.61
Traffic Analysis	\$0.00	\$1,499.99	\$0.00	\$344.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$991.54
Damage Analysis	\$0.00	\$1,499.99	\$0.00	\$1,111.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,483.61
ROW Impact Analysis	\$0.00	\$299.98	\$0.00	\$144.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$744.52
Subtotal	\$0.00	\$719.91	\$0.00	\$356.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,486.26
<b>Schematic Design</b>													
ROW Needs Assessment	\$0.00	\$0.00	\$64.99	\$444.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$509.53
Coordination	\$0.00	\$303.08	\$0.00	\$111.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$714.62
Identify TCS and CMEs	\$0.00	\$149.99	\$0.00	\$111.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$261.12
Plan Preparation	\$0.00	\$899.93	\$262.65	\$1,778.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,940.74
Preliminary Estimate with 20% Contingency	\$0.00	\$149.99	\$0.00	\$89.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,039.07
Design Plan submittal & Letter response	\$0.00	\$803.08	\$0.00	\$1,111.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,914.43
Subtotal	\$0.00	\$1,806.06	\$327.63	\$4,778.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,912.50
<b>RF's Design</b>													
Plan Preparation	\$0.00	\$608.16	\$1,378.28	\$2,667.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,653.67
Specifications	\$0.00	\$608.16	\$0.00	\$1,778.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,384.62
Update estimate/prepare contingency	\$0.00	\$303.08	\$0.00	\$89.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,192.16
Design Review Meeting	\$0.00	\$1,211.32	\$0.00	\$89.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,301.40
Address Review Comments Letter response	\$0.00	\$151.54	\$0.00	\$89.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.62
Subtotal	\$0.00	\$2,879.25	\$1,378.28	\$7,112.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,370.16
<b>Final Design Submittal</b>													
Plan Preparation	\$0.00	\$803.08	\$211.66	\$1,778.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,805.83
Specifications	\$0.00	\$609.24	\$0.00	\$1,111.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,220.65
Final Cost estimate/20% Contingency	\$0.00	\$803.08	\$0.00	\$144.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,147.62
Submittal Final Plans	\$0.00	\$151.54	\$0.00	\$222.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$571.81
Subtotal	\$0.00	\$1,666.93	\$222.66	\$3,282.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,773.91
<b>Total:</b>	\$0.00	\$9,967.18	\$2,293.15	\$21,668.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.98	\$31,248.93