

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 5

Ordinance/Resolution# 12-051

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of September 19, 2011
(Adoption Date)

TITLE: A RESOLUTION ACCEPTING A GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, FISCAL YEAR 2011/2012 MUNICIPAL ARTERIAL PROGRAM IN THE AMOUNT OF \$210,018.00 FOR REHABILITATION AND DRAINAGE IMPROVEMENTS TO AMADOR AVENUE FROM 17TH STREET TO MOTEL BLVD.; AND TO AMEND THE FISCAL YEAR 2011/2012 BUDGET. A 25% CITY MATCH OF \$70,006.00 IS REQUIRED.

PURPOSE(S) OF ACTION: To accept the grant for the Amador Avenue from 17th Street to Motel Blvd. project and to amend the FY 2011/2012 Budget.

COUNCIL DISTRICT 4		
Drafter/Staff Contact: Amber Vaughn 	Department/Section: Public Works	Phone: 575-528-3228
City Manager Signature: 		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces, Public Works Department, submitted an application to the New Mexico Department of Transportation (NMDOT), Fiscal Year 2011/2012 Municipal Arterial Program, for the Amador Avenue Improvements from 17th Street to Motel Blvd. Project pursuant to Resolution 11-183.

The City of Las Cruces has been offered \$210,018.00 from the NMDOT, Municipal Arterial Program to complete the project (see letter from NMDOT, dated August 22, 2011, Attachment "B"). This would require the City to contribute a 25% match of \$70,006.00 for the total project funding amount of \$280,024.00. The entire project is estimated to cost \$990,000.00. The City would be required to fund the difference in the total project award and the total construction cost.

This project involves the rehabilitation of the pavement, sidewalk, and drive pad improvements for Americans with Disabilities Act compliance, street light relocation, loop detector replacement, and restriping of the roadway.

The funds for the City match of \$70,006.00 have been budgeted in the Street Maintenance Fund. Additional funds have also been allocated for this project. During the FY 2011/2012 budgeting process \$186,000.00 was budgeted in the Street Maintenance fund and \$62,000.00 was budgeted in the Flood Control fund. The total amount budgeted in State Street Improvements fund, Street Maintenance fund, and Flood Control fund for this project is \$458,018.00. The project will be bid in such a manner to possibly reduce the scope in the event additional funds have not been identified.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Budget Adjustment.
3. Exhibit "B", Municipal Arterial Program Cooperative Agreement Project Number MAP-7613 (908), Control Number HW2 L100057.
4. Attachment "A", Resolution 11-183.
5. Attachment "B", Letter from NMDOT dated August 22, 2011.
6. Attachment "C", Vicinity Map.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" 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: _____ in the amount of \$_____ for FY__.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund 4212 to be used by Public Works to pay for the project. The required 25% City match of \$70,006.00 has previously been budgeted into Fund 4202 GRT Street Maintenance for FY 2011/2012. There are additional funds of \$177,994.00 budgeted in funds 4202 and 4400 to use for this project. The current amount available for this project is \$458,018.00. At the time the FY 2011/2012 budget was prepared NMDOT's portion of the project was anticipated to be \$742,500.00, the budget needs to be adjusted to reflect that actual amount offered.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
State Street Improvements	42806030-854121-70Z03	\$210,018.00	\$210,018.00** Pending adjustment	\$0	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution accepting a grant from NMDOT, Fiscal Year 2011/2012 Municipal Arterial Program, in the amount of \$210,018.00 for rehabilitation and drainage improvements to Amador Avenue from 17th Street to Motel Blvd. and amend the Fiscal Year 2011/2012 budget. A 25% City match of \$70,006.00 is required.
2. Vote "No"; this will reject the Resolution accepting a grant from NMDOT, Fiscal Year 2011/2012 Municipal Arterial Program, in the amount of \$210,018.00 for rehabilitation and drainage improvements to Amador Avenue from 17th Street to Motel Blvd. and amend the Fiscal Year 2011/2012 budget. A 25% City match of \$70,006.00 is required.
3. Vote to "Amend"; modify the Resolution and provide staff alternate direction on how to proceed with the project and/or grant award. This could impact the availability of the funding from the New Mexico Department of Transportation.
4. Vote to "Table"; this could impact the availability of the funding from the New Mexico Department of Transportation.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 12-051

A RESOLUTION ACCEPTING A GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, FISCAL YEAR 2011/2012 MUNICIPAL ARTERIAL PROGRAM IN THE AMOUNT OF \$210,018.00 FOR REHABILITATION AND DRAINAGE IMPROVEMENTS TO AMADOR AVENUE FROM 17TH STREET TO MOTEL BLVD.; AND TO AMEND THE FISCAL YEAR 2011/2012 BUDGET. A 25% CITY MATCH OF \$70,006.00 IS REQUIRED.

The City Council is informed that:

WHEREAS, the New Mexico Department of Transportation (NMDOT) has entered into a joint and coordinated effort in Municipal Arterial Program Cooperative Agreement Project Number MAP-7613 (908), Control Number HW2 L100057 Fiscal Year 2011/2012 for the rehabilitation and drainage improvements of Amador Avenue from 17th Street to Motel Blvd.; and

WHEREAS, the City of Las Cruces is being offered an award of \$210,018.00 from the NMDOT, Municipal Arterial Program for this project; and

WHEREAS, NMDOT's share will be 75% or \$210,018.00, and the City of Las Cruces is required to match 25% of the total project award amount of \$280,024.00, for a match of \$70,006.00; and

WHEREAS, the City of Las Cruces is required to fund the difference between the total project award amount of \$280,024.00 and the actual cost of the project, which will incorporate the additional funding necessary for the design, construction costs, materials testing, and inspection for the project; and

WHEREAS, the agreement terminates on June 30, 2013, and the City of Las Cruces incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement; and

WHEREAS, NMDOT requires the City to pass a resolution that references the scope of work and the monetary amounts submitted to the State Highway Commission and that the project is adopted and has priority standing; and

WHEREAS, the City of Las Cruces has the remaining necessary funding in place and have commenced with the project design plans.

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 Cooperative Agreement, Project Number MAP-7613 (908), Control Number HW2 L100057, Fiscal Year 2011/2012 for the rehabilitation and drainage improvements of Amador Avenue from 17th Street to Motel Blvd.

(II)

THAT the grant from the New Mexico Department of Transportation, Local Government Road Fund Program, in the amount of \$210,018.00, is hereby accepted; and the City of Las Cruces will commit \$70,006.00 in matching funds and all additional construction costs for the project.

(III)

THAT the Fiscal Year 2011/2012 Budget is hereby amended as outlined on the attached Exhibit "A".

(IV)

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

EXHIBIT "A"

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2011/2012**

FUND	DIVISION		FUND TYPE	
State Street Improvement Grants Fund 4212	Public Works		Capital Project	
	FY 2010/11 Projected*	FY 2011/12 Adopted	FY 2011/12 Adjustment	FY 2011/12 Adjusted
RESOURCES				
Beginning Balance	\$ 79,534	79,534		79,534
REVENUES				
60805 Downtown Revitalization	0	0		0
60806 Downtown Revitalization	0	0		0
70P02 Alameda Arroyo Trail	0	266,330		266,330
70Q02 Union Avenue/Stern Drive Intersection Imp	0	40,500		40,500
70R00 NM DOT Grant (Street Lighting)	0	10,280		10,280
70W01 Las Cruces Main Street Downtown	0	1,665,060		1,665,060
70W03 S. Main Reconstruction/Rehab (Alameda/Idaho)	0	228,019		228,019
71010 Solano Drive A.D.A. Imp (Spruce/Cactus)	38,429	0		0
70Z01 Amador Rehab (Archuleta to Motel Blvd)	179,126	0		0
70Z03 Amador Ave 17th to Motel Blvd	0	742,500	(532,482)	210,018
70M31 El Paseo Medians	0	38,875		38,875
Total Revenues	\$ 217,555	2,991,564	(532,482)	2,459,082
Total Resources	\$ 297,089	3,071,098	(532,482)	2,538,616
EXPENDITURES				
60805 Downtown Revitalization	\$ 0	0		0
60806 Downtown Revitalization	0	0		0
70P02 Alameda Arroyo Trail	0	266,330		266,330
70Q02 Union Avenue/Stern Drive Intersection Imp	0	40,500		40,500
70R00 Street Lighting	0	10,280		10,280
70W01 Las Cruces Main Street Downtown	0	1,665,060		1,665,060
70W03 S. Main Reconstruction/Rehab (Alameda/Idaho)	0	228,019		228,019
70Y02 Telshor/Lohman Intersection Imp (GRIP 2)	0	0		0
71010 Solano Drive A.D.A. Imp (Spruce/Cactus)	38,429	0		0
70Z01 Amador Rehab (Archuleta to Motel Blvd)	179,126	0		0
70Z03 Amador Ave 17th to Motel Blvd	0	742,500	(532,482)	210,018
70M31 El Paseo Medians	0	38,875		38,875
Total Expenditures	\$ 217,555	2,991,564	(532,482)	2,459,082
OTHER FINANCING SOURCES (USES)				
Transfer to Fund 4201 - Streets (General) Fund	\$ 0	0	0	0
Total Other Financing Sources (Uses)	\$ 0	0	0	0
ENDING BALANCE	\$ 79,534	79,534	0	79,534

*Projected based on 8 months actual through February 28, 2011 and 4 months projected.

Contract No.

Vendor No. 54342

Project No. MAP-7613(908)

Control No. HW2 L100057

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as "**DEPARTMENT**" and the **City of Las Cruces** herein referred to as "**CITY**".

In consideration of the covenants contained herein and pursuant to the NMSA 1978, Section 67-3-28, as amended, and Section 67-3-28.2 NMSA, as amended, and Commission Policy No. 44-06, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE -- PURPOSE:

The purpose of this Agreement is for the **Rehabilitation, Drainage Improvements and Misc Improvements of Amador Avenue from 17th Street to Motel Blvd.** This project shall hereafter be referred to interchangeably as "Project" or "Project Control No. **L100057**." The Project is a joint and coordinated effort for which **DEPARTMENT** and the "**CITY**" each have authority or jurisdiction. This agreement shall specify and delineate the rights and duties of the parties hereto.

SECTION TWO -- PROJECT FUNDING BY PARTIES:

1. The total estimated cost for Project Control No. **L100057** is **Two Hundred Eighty Thousand Twenty Four Dollars (\$280,024.00)** to be funded in proportional share by the parties hereto as follows:

- | | |
|--|---------------------|
| a. <u>DEPARTMENT'S 75% share shall be</u> | \$210,018.00 |
| For the Rehabilitation, Drainage Improvements and Misc Improvements of Amador Avenue from 17th Street to Motel Blvd - | |
| b. <u>The CITY'S 25% match share shall be</u> | \$70,006.00 |

For the purpose stated above

- c. **The Total Estimated Project Cost** **\$280,024.00**
2. The CITY shall pay all Project costs, which exceeds **Two Hundred Eighty Thousand Twenty Four Dollars (\$280,024.00)**.

SECTION THREE -- CITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the plans developed for Project Control No. **L100057**.
3. Adopt a written Resolution of support for the Project, including as assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
4. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
5. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
 - a. Utility relocation;
 - b. Drainage and storm drain design;
 - c. Geotechnical design;
 - d. Pavement design;
 - e. Traffic design;
 - f. Structural design;
 - g. Environmental and archeological clearances;
 - h. Right-of-way maps; and
 - i. Hazardous substance/waste site(s) contamination investigations.
6. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
7. Cause all designs and PS&E's to be performed under the direct supervision of a

Registered New Mexico Professional Engineer.⁶⁵

8. Design the Project in accordance with **Appendix A**, "Minimum Design Standards", which is hereby incorporated into this Agreement.
9. Adhere to **Appendix B**, "Minimum Survey and Right of Way Acquisition Requirements", which is hereby incorporated into this Agreement.
10. Comply with **Appendix C**, "Construction Phase Duties and Obligations", which is hereby incorporated into this Agreement.
11. Furnish the **DEPARTMENT'S** District **One** Office written "**Certification of the Pre-Construction Contract Phase**," prior to project construction, and "**Certification of the Construction Phase**," upon project completion, (See Certification No. 1 and No. 2, which are hereby incorporated by reference into this Agreement). The "**CITY**" shall also furnish the **DEPARTMENT** upon completion of project, an "AS BUILT" summary of costs and quantities, attached to Certification No. 2 submitted as "AS BUILT Summary of Costs and Quantities," which shall reflect the total cost of project as stated in Certification No. 2. The Mayor or his/her designee shall execute both these certifications and this Agreement. Failure of the "**CITY**" to furnish the above certification to the **DEPARTMENT** within thirty (30) days of Project completion shall amount to a material breach of this Agreement and shall entitle the **DEPARTMENT** to cease performance of any obligation set forth in this Agreement at its sole discretion. If Certification No. 1 is not furnished prior to project construction and Certification No. 2 and "AS BUILT Summary of Costs and Quantities" are not furnished to the **DEPARTMENT** within thirty (30) days of project completion, the "**CITY**" shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this Agreement.
12. Obtain all required written agreements or permits relating to any realignment of "**CITY**" roads, when applicable, from all public and private entities.
13. Advertise, let, and supervise the construction of Project Control No. **L100057**
14. Agree that the funds identified in Section Two should be contractually committed between the "**CITY**" and a contractor by June 30, 2012
15. Maintain all records and documents relative to this Agreement for a minimum of five (5)

years.

16. Furnish the **DEPARTMENT**, upon demand, all records relevant to this Agreement and to allow the **DEPARTMENT** and State Auditor the right to audit all records, which support the terms of this Agreement.
17. Maintain all facilities constructed or reconstructed with Project funds.
18. Allow the **DEPARTMENT** to perform a final inspection of the Project for the purpose of determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the **DEPARTMENT**, shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
19. The "**CITY**" shall complete project by June 30, 2013. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the **DEPARTMENT** shall claim reimbursement from the "**CITY**" of any unexpended funds disbursed in the performance of this Agreement.

SECTION FOUR -- BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the **DEPARTMENT** shall be accounted for and disposed of by the "**CITY**" as directed by the **DEPARTMENT**.
2. That no money in the Local Government Road Fund shall be used by the **DEPARTMENT** to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to Section 67-3-28.2, NMSA 1978 (1995 Supp.), as amended, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION FIVE -- PROJECT RESPONSIBILITY:

The Improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the DEPARTMENT.

SECTION SIX -- "CITY'S" SOLE JURISDICTION:

By reason of the DEPARTMENT'S participation in the funding of this Project, the DEPARTMENT is not incorporating this Project into the State Highway System, nor is the DEPARTMENT assuming any maintenance or user responsibility or liability for participation in this Project.

SECTION SEVEN -- PEDESTRIAN, BICYCLE, & EQUESTRIAN FACILITIES:

In accordance with NMSA 1978, Section 67-3-62, construction of highways along new alignments or for purposes of substantially widening highways along existing alignments shall consider provisions for pedestrian, bicycle, and equestrian facilities concurrent with the design of the Project.

SECTION EIGHT -- EQUAL OPPORTUNITY COMPLIANCE:

The "CITY" agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the "CITY" agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the "CITY" is found to be not in compliance with these requirements during the life of this Agreement, the "CITY" agrees to take appropriate steps to correct these deficiencies.

SECTION NINE --LEGAL COMPLIANCE

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

SECTION TEN -- THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION ELEVEN -- NEW MEXICO TORT CLAIMS ACT:

No Provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the DEPARTMENT or of the "CITY" arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claim Act, NMSA 1978. Section 41-41-1 et seq. (1976).

SECTION TWELVE -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The "CITY" shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The "CITY" shall furnish the DEPARTMENT and State Auditor, upon demand, any and all such records relevant to this AGREEMENT. If an audit finding determines that specific funding was inappropriate or not related to the Project, the "CITY" shall reimburse that portion to the DEPARTMENT within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the DEPARTMENT

SECTION THIRTEEN -- AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall terminate upon written notice given by the **DEPARTMENT** to the "CITY". The **DEPARTMENT** is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the **DEPARTMENT**. The **DEPARTMENT'S** decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FOURTEEN -- DISBURSEMENT OF FUNDS:

Disbursement(s) to the "CITY" shall be made after receipt of a cover letter requesting disbursement of funds, Notice of Award/Work Order, Notice to Proceed, Planned Summary of Costs and Quantities, and verification of available funds. All required documents shall include **DEPARTMENT** project and control numbers.

SECTION FIFTEEN -- TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire AGREEMENT 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 AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SIXTEEN -- TERMINATION: 70

1. This Agreement terminates on June 30, 2013. Neither party shall have any obligation under this Agreement after said date.
2. The DEPARTMENT has the option to terminate this Agreement if the "CITY" fails to comply with any provisions of this Agreement.

SECTION SEVENTEEN – SEVERABILITY:

In the event that any portion of this contract is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this contract shall remain in full force and effect.

SECTION EIGHTEEN – AMENDMENT:

This Agreement shall not be altered, modified, 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 this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Deputy Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: Cynthia A. Clout Date: 8-10-11
Assistant General Counsel

(Signatures Continue on Next Page)

“City of Las Cruces”

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

“CITY” Clerk

APPROVED AS TO FORM BY THE “CITY” ATTORNEY

By: _____ Date: _____

“CITY” Attorney

APPENDIX A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. DEPARTMENT'S Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. DEPARTMENT'S Urban Drainage Design Criteria;
 - f. DEPARTMENT'S Geotechnical Manual, Current Update;
 - g. DEPARTMENT'S Action Plan;
 - h. DEPARTMENT'S Local Government Road Fund Project Handbook; Current Edition;
 - i. DEPARTMENT'S Handbook of Hazardous Waste Management, Current Edition;
 - j. DEPARTMENT'S Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the DEPARTMENT'S Local Government Road Fund Project Handbook.
 - m. The "CITY" may use "CITY" established local design standards if approved by the District Engineer, for each project.

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32 or as amended.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. "CITY" staff or consultants may not be used to perform any R/W functions unless the "CITY" certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.

- 74
10. Appraisals shall not begin until the “CITY” has 100% complete R/W maps. “CITY” or contracted (fee) appraisers shall not be used unless fully qualified.
 11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
 12. “CITY” or contracted (fee) negotiators shall not be used unless fully qualified.
 13. The “CITY” shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to project R/W files upon reasonable notice.
 14. The “CITY” shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

Construction Phase Duties and Obligations

1. The **"CITY"** shall be responsible for all construction engineering, including project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **CITY'S** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

76
CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100057

Project No. MAP-7613(908)

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the "CITY" has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the DEPARTMENT.
3. The "CITY" (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this project in compliance with the DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies, and Appendix B.
4. That all utilities within the location of this construction project (check one or both of the following conditions):
 - ___ a. have been relocated
 - ___ b. are scheduled for relocation prior to or concurrent with construction of this project and have been coordinated with the appropriate utility.
5. That the "CITY" has encumbered the necessary funds to complete the project.
6. That the "CITY" has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this project have

been developed in conformance with the ⁷⁷ **DEPARTMENT'S** New Mexico Traffic Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this project.
10. That the "CITY" has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this project.
11. That the "CITY" has completed a project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.
12. All drainage costs have been prorated between the **DEPARTMENT** and the "CITY" if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the "CITY" has completed all required Environmental Documentation and clearances for this project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
14. That the "CITY" has completed all required Archaeological Documentation and clearances for this project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
15. That the following attached agreement(s) have been executed, when required, for construction or reconstruction of this project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the "CITY" has complied with and certifies compliance with all applicable provisions

of Appendix A.

- 17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

“City of Las Cruces”

By: _____ Date: _____
 Mayor

ATTEST:

By: _____ Date: _____
 “CITY” Clerk

When completed, send Certification No. 1 to:
District One LGRF Coordinator
New Mexico Department of Transportation

79
CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100057

Project No. MAP-7613(908)

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the "CITY" has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the "CITY" has complied with and certifies that the project plan complies with all publications identified in Appendix A.
3. That all work in Control No. L100057 was performed in accordance with the Agreement.
4. That the total project cost of _____, with New Mexico Department of Transportation "DEPARTMENT" 75% share of _____ and the "CITY" share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.
5. That the construction of the project was completed on _____ of _____, 201[]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

"City of Las Cruces"

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

"CITY" Clerk

When completed, send Certification No. 2 to:

District One LGRF Coordinator, New Mexico Department of Transportation

RESOLUTION NO. 11-183**A RESOLUTION AUTHORIZING THE APPLICATION FOR THE 2011/2012 MUNICIPAL ARTERIAL PROGRAM FUNDING WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE AMADOR AVE IMPROVEMENTS PROJECT.**

The City Council is informed that:

WHEREAS, the New Mexico Department of Transportation (NMDOT) makes funding available to municipalities for arterial projects; and

WHEREAS, applications for the Municipal Arterial Program (MAP) projects are due to NMDOT no later than March 15, 2011; and

WHEREAS, it is anticipated that the City of Las Cruces (City) could receive funding for a given project and recommends that a single project be identified on the application for MAP funds to NMDOT; and

WHEREAS, the Public Works Department has identified three projects for City Council that could be considered and prioritized for the MAP funding project; and

WHEREAS, NMDOT requires a Resolution of Support from the City Council as part of the application process.

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

(I)

THAT the application for the MAP funding with NMDOT for the Amador Ave Improvements project is hereby authorized.

(II)

THAT the City Manager is authorized to execute MAP Agreements upon acceptance from NMDOT provided sufficient budget is available for the matching

funding level.

(III)

THAT City Staff shall place the Amador Ave Improvements
Project in the FY 2011/2012 Budget.

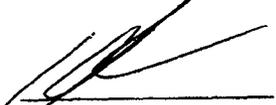
(IV)

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

DONE AND APPROVED this 22nd day of February, 2011.

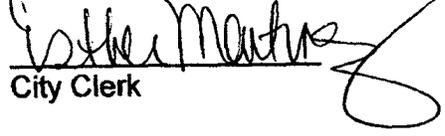
(SEAL)

APPROVED:



Mayor

ATTEST:



City Clerk

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Aye</u>
Councillor Connor:	<u>Aye</u>
Councillor Pedroza:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Sorg:	<u>Aye</u>
Councillor Thomas:	<u>Aye</u>

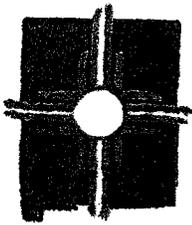
Moved by: Connor

Seconded by: Small

APPROVED AS TO FORM:



City Attorney



New Mexico DEPARTMENT OF
TRANSPORTATION
 MOBILITY FOR EVERYONE

August 22, 2011

RECEIVED

Louis Grijalva, Proj. Dev. Admin.
 City of Las Cruces
 P.O. Box 20000
 Las Cruces, NM 88004-9002

AUG 25 2011

**CITY OF LAS CRUCES
 PW/PROJECT DEVELOPMENT**

Susana Martinez
 Governor

Alvin C. Dominguez, P.E.
 Cabinet Secretary

Dear Mr. Grijalva:

Enclosed please find Cooperative Agreement No. MAP-7613 (908), Control No. HW2 L100057, which will expire on June 30, 2013, between the New Mexico Department of Transportation and the City of Las Cruces. Please have the Mayor, Town Clerk and the City Attorney sign and date page 9, make a copy for your files and return all four original agreements.

Also please do the following prior to returning the signed agreements:

1. Check and verify that the scope on the agreement is correct - if any changes need to be made we will need to present them to the commission.
2. Provide an estimated cost summary of this project.
3. Provide a copy of the resolution showing the actual funding amounts and the project number and control number.

Commissioners

Pete Rahn
 Chairman
 District 3

Debra Hicks
 Vice Chairman
 District 2

Dr. Kenneth White
 Secretary
 District 1

Ronald Schmeits
 Commissioner
 District 4

Butch Mathews
 Commissioner
 District 5

Jackson Gibson
 Commissioner
 District 6

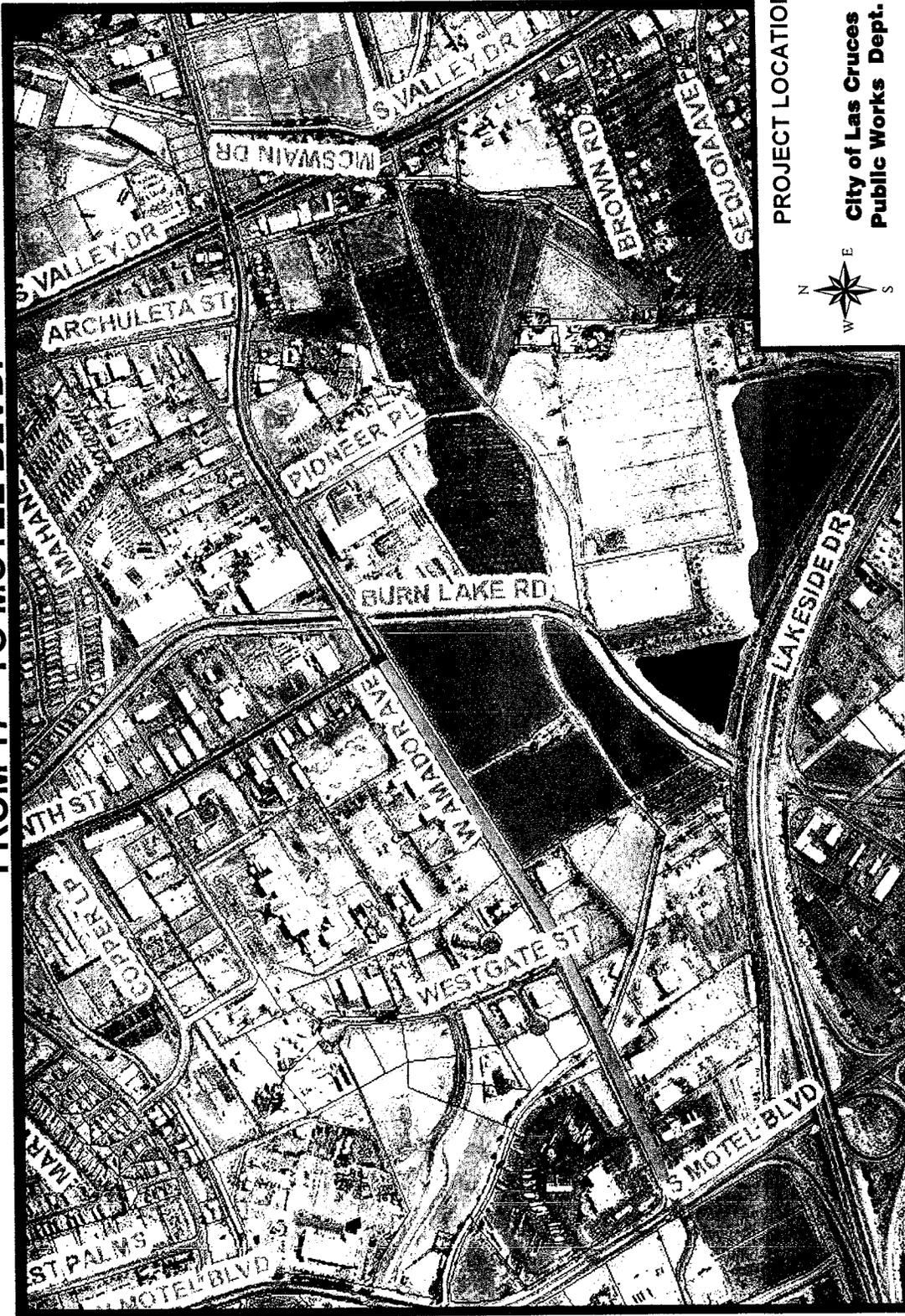
The time frame for which you can begin the project and receive disbursement is contingent upon our office receiving all necessary documentation as soon as possible for further processing. You will be notified when all required signatures have been obtained and the agreement has been executed. A fully executed agreement will be forwarded to you when the project has been processed through the system and received back from Santa Fe.

Thank you for handling at your earliest opportunity and please do not hesitate to contact me at 575-544-6536 or debraa.hudson@state.nm.us.

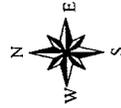
Sincerely,

Debbie Hudson
 Local Government Road Fund Coordinator

**AMADOR AVE IMPROVEMENTS PROJECT
FROM 17th TO MOTEL BLVD.**



PROJECT LOCATION



City of Las Cruces
Public Works Dept.