

City of Las Cruces®

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Council Action and Executive Summary

Item # 5 Ordinance/Resolution # 14-178

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of May 5, 2014
(Adoption Date)

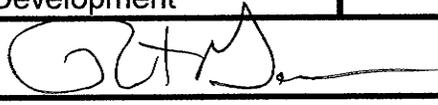
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR THE IMPROVEMENTS OF MISSOURI AVENUE, TRIVIZ DRIVE, AND DON ROSER DRIVE AS PART OF THE NMDOT INTERSTATE-25 BRIDGE REPLACEMENT AT MISSOURI AVENUE PROJECT.

PURPOSE(S) OF ACTION:

Accept Memorandum of Agreement.

COUNCIL DISTRICT: 2,3		
<u>Drafter/Staff Contact:</u> Louis Grijalva, P.E.	<u>Department/Section:</u> Public Works/Project Development	<u>Phone:</u> 528-3479
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The New Mexico Department of Transportation (NMDOT) has programmed \$13.8 million for the construction of the Interstate-25 Bridge Replacement at Missouri Avenue project (CN: LC00100). The project is funded by Federal Highway Administration (FHWA) and State road funds.

The NMDOT has designated \$750,000.00 from \$13.8 million for roadway improvements of Missouri Avenue, Triviz Drive and Don Roser Drive. Improvements will include new traffic signals at the intersections of Missouri Avenue/Triviz Drive and Missouri Avenue/Don Roser Drive. Additional turn lanes, raised center medians for added safety, new curb ramps, new sidewalks, and the realignment of the Triviz Multi-use trail will also be part of the improvements.

The engineering estimate for the roadway improvements is \$1,135,000.00. The NMDOT is requesting the City of Las Cruces (City) enter into an MOA and participate in cost sharing the proposed roadway improvements above the allocated \$750,000.00. The MOA outlines responsibilities of the NMDOT and the City accordingly. Major responsibilities of the City included in the MOA (Exhibit "A") are:

1. Pay all construction costs for the reconstruction of Missouri Avenue, Triviz Drive, and Don Roser Drive that exceed \$750,000.00.
2. Participate in the design of Missouri Avenue, Triviz Drive, and Don Roser Drive.
3. Allow the NMDOT and its contractor to enter Missouri Avenue, Triviz Drive, and Don Roser Drive within the project area and conduct construction activities.
4. At completion of the project, assume operation and maintenance responsibilities of Missouri Avenue, Triviz Drive, and Don Roser Drive as well as any applicable sidewalk, curbs, medians, landscaping, drainage, traffic signals, lighting and signing installed with the project.

The City's funding match of \$420,000.00 is included in fiscal year 2014/2015, Street Bonds - Fund 4226. The NMDOT is anticipating a construction start date of January/February 2015.

Staff is recommending the Las Cruces City Council approve the MOA with the NMDOT for the proposed roadway improvements of Missouri Avenue, Triviz Drive, and Don Roser Drive as part of the NMDOT Interstate-25 Bridge Replacement at Missouri Avenue project.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Memorandum of Agreement.
3. Attachment "A", Vicinity map.
4. Attachment "B", Engineer's estimate

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: _____ 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 will be allocating \$420,000.00 of additional funding in fiscal year 2014/2015 Street Bonds - Fund 4226, for the amount in excess of \$750,000.00 to construct the proposed roadway improvements. If the MOA is not approved, the NMDOT will remove this portion of 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 an MOA with the NMDOT for the improvements of Missouri Avenue, Triviz Drive, and Don Roser Drive as part of NMDOT I-25 Bridge Replacement at Missouri Avenue Project.
2. Vote "No"; this will reject the resolution authorizing the City of Las Cruces to enter into an MOA with the NMDOT for the improvements of Missouri Avenue, Triviz Drive, and Don Roser Drive as part of NMDOT I-25 Bridge Replacement at Missouri Avenue Project. No improvements will be made to Missouri Avenue, Triviz Drive, and Don Roser associated with the NMDOT project.
3. Vote to "Amend"; modify the resolution and provide staff alternate direction on how to proceed with the project. This could impact the NMDOT proceeding with this portion of the project.
4. Vote to "Table"; this could impact the NMDOT proceeding with the project.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

RESOLUTION NO. 14-178

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR THE IMPROVEMENTS OF MISSOURI AVENUE, TRIVIZ DRIVE, AND DON ROSER DRIVE AS PART OF THE NMDOT INTERSTATE-25 BRIDGE REPLACEMENT AT MISSOURI AVENUE PROJECT.

The City Council is informed that:

WHEREAS, the New Mexico Department of Transportation (NMDOT) has programmed \$13.8 million for the construction of the Interstate-25 Bridge Replacement at Missouri Avenue project (CN: LC00100). The project is funded by Federal Highway Administration (FHWA) and State road funds; and

WHEREAS, the NMDOT has designated \$750,000.00 from \$13.8 million for the roadway improvements of Missouri Avenue, Triviz Drive, and Don Roser Drive; and

WHEREAS, improvements will include new traffic signals at the intersections of Missouri Avenue/Triviz Drive and Missouri Avenue/Don Roser Drive. Additional turn lanes, raised center medians for added safety, new curb ramps, new sidewalks and the realignment of the Triviz Multi-use trail will also be part of the proposed improvements; and

WHEREAS, the engineering estimate for the roadway improvements is \$1,135,000.00; and

WHEREAS, the NMDOT is requesting the City of Las Cruces (City) enter into an MOA and participate in cost sharing the proposed roadway improvements above the allocated \$750,000.00, in an estimated amount of \$420,000.00.

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

(I)

THAT the MOA with the NMDOT for cost sharing the proposed roadway improvements of Missouri Avenue, Triviz Drive, and Don Roser Drive, as part of the NMDOT Interstate 25 Bridge Replacement at Missouri Avenue project, as outlined on Exhibit "A", attached hereto and made part of this resolution, is hereby approved.

(II)

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

DONE AND APPROVED this _____ day of _____, 20____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

Contractor No.: _____

Vendor No.: _____

MEMORANDUM OF AGREEMENT**I-25 BRIDGE REPLACEMENT AT MISSOURI AVENUE, LAS CRUCES,****PROJECT/CONTROL NUMBER: LC00100**

This Memorandum of Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department"), and the **CITY OF LAS CRUCES**, ("City"). This **AGREEMENT** is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, the Department is planning a highway project within the boundaries of the City, identified as the I-25 Bridge Replacement at Missouri Avenue Construction, Project Number LC00100, Control Number LC00100, ("Project"); and,

Whereas, the Project includes replacement of the I-25 bridge at Missouri Avenue and reconstruction of portions of three City of Las Cruces roads: Missouri Avenue, Don Roser Drive and Triviz Drive; and,

Whereas, the Department and the City want to work together to plan, schedule and finance the Project, which will assist in relieving traffic congestion and promote traffic safety.

Now therefore, pursuant to NMSA 1978, Section 67-3-28, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to define the Department's and the City's commitment to coordinate Project funding, development and execution. The parties intend to enter into agreements as necessary to address various issues, which include but are not limited to finance, right of way, utilities, design, scheduling, construction and maintenance. This Project is funded by the Federal Highway Administration (FHWA), the State Road Fund and the City of Las Cruces. The Project is part of the Mesilla Valley Metropolitan Planning Organization's Transportation Improvement Program.

2. The Department Shall:

- a. Designate a project development engineer to lead the Project.
- b. Serve as the fiscal agent and collect and disburse funds in compliance with state and federal legislative authorization.
- c. Provide approximately \$13.8 million in funding, which is a combination of FHWA funds and State Road Funds.

- d. Designate \$750,000 from the \$13.8 million in funding to be used for reconstruction of portions of three City roads, a portion of the Project which includes:
 - 1. Missouri at the intersections of Triviz and Don Roser; approximately 950 feet on Triviz and approximately 800 feet on Don Roser. See the map at Exhibit A.
 - 2. New signals and relocation of street lights.
 - 3. New turn lanes for access on all three roads.
 - 4. New raised median curb, sidewalk, curb return ramps and curb and gutter.
 - 5. Realignment of the multi-use path on Triviz.
- e. Obtain all necessary permits, clearances, conveyances, and approvals on behalf of the City for improvements on Missouri, Don Roser and Triviz within the Project area from appropriate state, local or federal entities.
- f. Permit City personnel to be present and participate in on-site inspection during all phases of the Missouri, Don Roser and Triviz reconstruction.
- g. Mitigate any and all impacts in connection with the Project.
- h. Procure all professional and construction services for the Project in compliance with state and federal law.
- i. 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.

3. The City Shall:

- a. Designate a lead contact who will work with the Department on all aspects of the Project.
- b. Pay for all costs for the reconstruction of Missouri, Don Roser and Triviz that exceed \$750,000, which includes applicable New Mexico gross receipts tax.
- c. Participate in the design of Missouri, Don Roser and Triviz.
- d. Allow the Department to enter Missouri, Don Roser and Triviz within the Project area and conduct construction activities.
- e. At completion of the Project, assume operation and maintenance responsibilities of Missouri, Don Roser and Triviz as well as any applicable sidewalks, curbs, medians, landscaping, drainage, traffic signals and signs, and roadway lighting that is installed.
- f. Use the Project Control Number LC00100 in all correspondence and submittals to the Department.

4. The Parties Agree:

- a. To cooperate in the design of the Project and provide thorough and timely review and input of all Project-related documents of either party. The parties will have a minimum of two weeks to review and comment on draft submittals.
- b. Work together to attain all required permits and acquisitions.
- c. Cause the Project to be constructed in the manner provided by law.
- d. To coordinate the City's responsibilities outlined in Section 3 of this Agreement with the Department's responsibilities in Section 2 of this Agreement.
- e. To negotiate and enter into cooperative or memorandum of agreements as needed, which include but are not limited to finance, air space and right-of-way, underground utility agreements as well as maintenance agreements for signals and roadway lights.

5. Responsibility for City Roads.

Under this Project, the Department is responsible for the Missouri, Don Roser and Triviz roadway improvements. As stated in Section 3, Paragraph e, above, upon completion of the Project, the City resumes responsibility for 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 Missouri, Don Roser and Triviz outside the Project's limits will be the City's maintenance responsibility.

6. Term and Termination.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below.

Either party may terminate this Agreement 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. Both parties shall honor obligations already incurred for performance or failure to perform work rendered prior to the date of termination. Neither party shall have any obligation to perform services or make payment for services rendered after the termination date.

7. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this 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(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. Liability, New Mexico Tort Claims Act.

As between the Department and the City, each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions or inactions in accordance with state law. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

9. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

10. Terms of this Agreement.

The performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

11. Equal Opportunity Compliance.

The parties agree to abide by all 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 parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

12. Appropriations and Authorizations of Federal, State and Local Funds.

Construction of this Project is contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico or the Congress of the United States, or the City of Las Cruces. If sufficient appropriations and authorizations are not made by the City or by the Legislature or Congress to the Department, this Agreement shall terminate upon written notice being given by one party to the other. Reasonable efforts shall be made to give the other party at least thirty (30) days advance notice that funds have not been and are not expected to be appropriated for that purpose. The Department and the County are expressly not committed to expenditure of any funds for this Project until such time as the funds are programmed, budgeted, encumbered, and approved for expenditure.

13. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The parties shall maintain all records and documents for a minimum of five (5) years after completion of the Project. The Parties shall furnish the State Auditor, upon demand, any and all records and allow them the right to audit all records, which support the performance of this Agreement.

14. Severability.

In the event that any portion of this Agreement is determined to be in conflict with any applicable statute or rule or law or are otherwise held to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

16. Principal Contacts and Notices

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed above.

Trent Doolittle, P.E.
Title District One Engineer
New Mexico Department of Transportation
Address 2912 E. Pine Street, Deming, NM 88030
Office: 575-544.6620
Fax: 575-546-0272
E-mail: trent.doolittle@state.nm.us

Name Loretta Reyes, P.E.
Title Public Works Director
City of Las Cruces
Address 700 N. Main Street
Las Cruces, New Mexico 88001
Office: 575-528-3125
Fax:
E-mail: lreyes@las-cruces.org

17. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Memorandum of Understanding on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Tom Church, Cabinet Secretary
or Designee

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

By: _____ Date: _____
Cynthia A. Christ
Assistant General Counsel

CITY OF LAS CRUCES

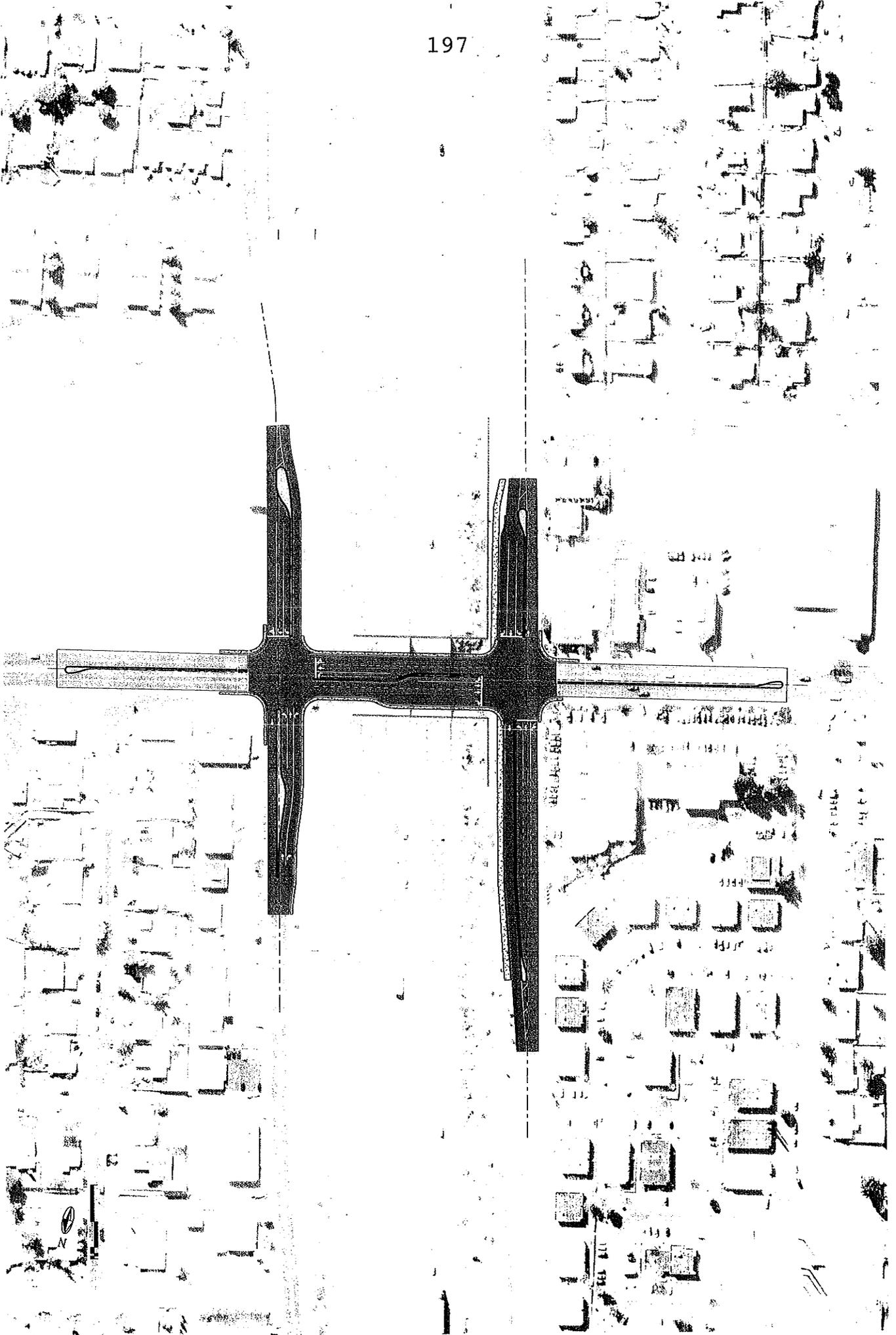
By: _____ Date: _____
Robert Garza, City Manager

Approved as to form and legal sufficiency by the Attorney for the City of Las Cruces

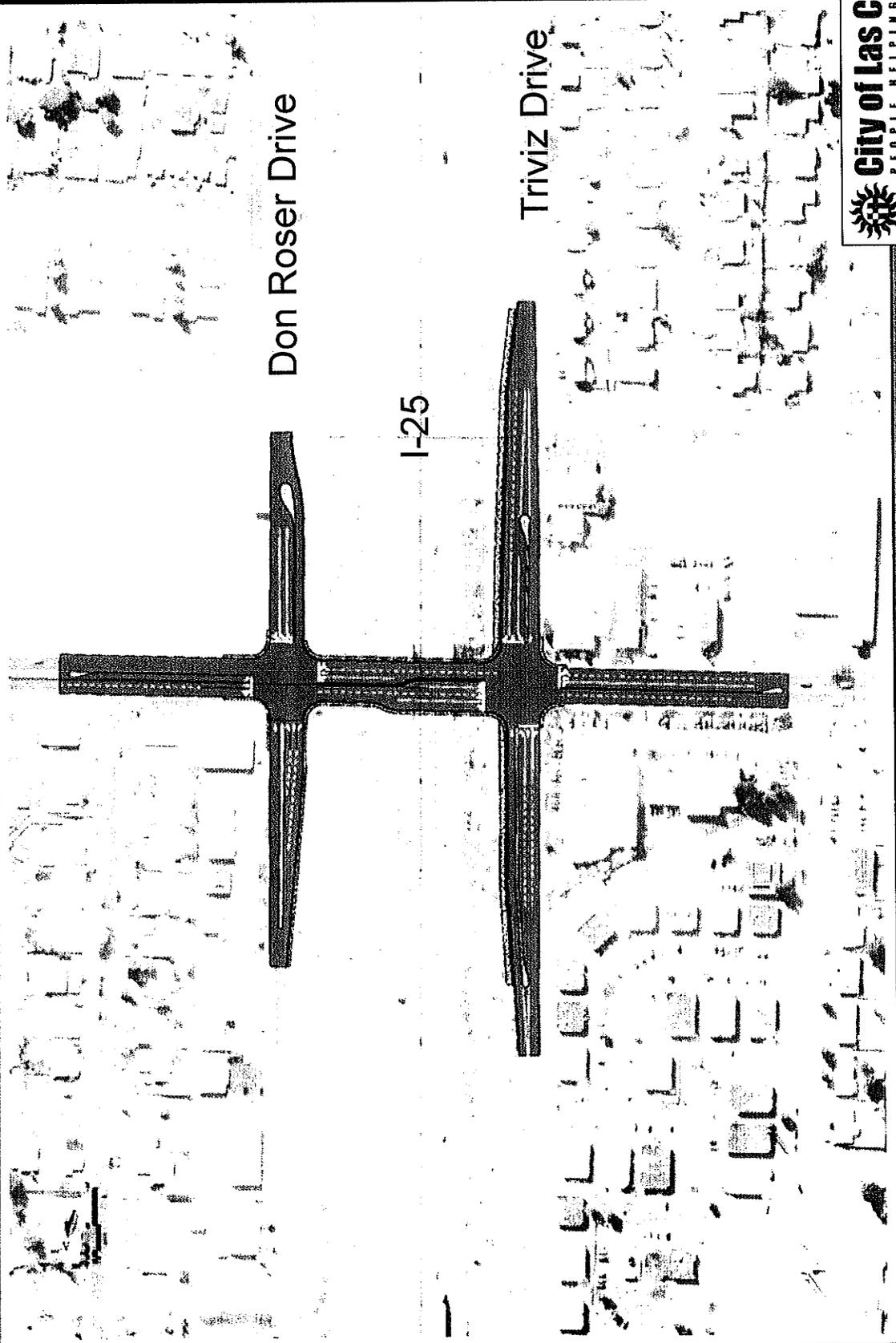
By: _____ Date: _____
Harry Connelly, City Attorney

ATTEST

_____ Date: _____
Esther Martinez-Carrillo, City Clerk



NMDOT I-25 Bridge Replacement at Missouri Ave.



I-25/MISSOURI BRIDGE ENGINEER'S OPINION OF PROBABLE COSTS MISSOURI AVENUE, TRIVIZ DRIVE, & DON ROSER DRIVE IMPROVEMENTS															
SUMMARY OF QUANTITIES															
Item No	Description	Units	Roadway		Construction Engineering		Permanent Signing		Construction Signing		Signalization	Detour	Project Total	Unit Price	Cost
			Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate					
203000	Unclassified Excavation	CY													
203100	Borrow	CY													
207000	Subgrade Preparation	SY	4052												4,052.00
309000	Base Course	TON	1458												18,954.00
407000	Asphalt Material for Tack Coat	TON	5												2,550.00
408100	Prime Coat Material	TON	28												14,280.00
414130	Cold Milling Asphalt	SY	11619												23,238.00
417000	Miscellaneous Paving	SY	620												6,200.00
424003	WMA SPIII Complete	TON	2989												167,384.00
511000	Structural Concrete Class A	CY						45							20,250.00
540060	Reinforcing Bars Grade 60	LB						5829							5,829.00
607026	Chain Link Fence 6'	LF	1010												17,786.10
608004	Concrete Sidewalk 4"	SY	775												50,000.00
608108	Drive Pad 6"	SY	0												60,000.00
608404	Concrete Median Pavment 4" (Colored & Patterned)	SY	781												55,000.00
608424	Concrete Vertical Curb and Gutter 6"x24"	LF	5636												87,358.00
608624	Concrete Valley Gutter 6"x24"	LF	150												3,225.00
704764	Retrorreflective Preformed Patterned Pavement Stripe 4"	LF				4090									3.50
704764	Retrorreflective Preformed Patterned Pavement Stripe 24"	LF				310									18.00
704765	Retrorreflective Preformed Patterned Pavement Marking Combination (Thru and Right) Arrow	EA				3									340.00
704767	Retrorreflective Preformed Patterned Pavement Marking LT Arrow	EA				9									265.00
704768	Retrorreflective Preformed Patterned Pavement Marking RT Arrow	EA				5									265.00
704769	Retrorreflective Preformed Patterned Pavement Marking Thru Arrow	EA				8									250.00
704782	Retrorreflective Preformed Patterned Pavement Marking Bike Symbol	EA				0									155.00
706130	Service Riser (Combination)	EA				1		1							1,350.00
706230	Meter Pedestal (Combination)	EA				1		1							9,600.00
707015	Type I Standard, 15'	EA				1		1							850.00
707335	Type III Standard, 35'	EA				8		8							16,000.00
707810	Remove & Reset Lighting Standard & Luminaire	EA						3							382.00
709020	Rigid Electrical Conduit (2" Dia)	LF						1400							5,000.00
709030	Rigid Electrical Conduit (3" Dia)	LF						800							5,200.00
710000	Electrical Pull Box (Standard)	EA						4							430.00
710010	Electrical Pull Box (Large)	EA						2							475.00
710400	Traffic Signal Manhole	EA						4							950.00
711005	Multi-conductor Cable 5	LF						4000							3,800.00
711007	Multi-conductor Cable 7	LF						500							1,650.00
711020	Multi-conductor Cable 20	LF						2500							3,310.00
711102	Single Conductor 2	LF						200							2,000.00
711106	Single Conductor 6	LF						4500							4,725.00
712031	3 Section Traffic Signal Assembly (LED)	EA						11							740.00
712051	5 Section Traffic Signal Assembly (LED)	EA						13							1,050.00
712202	Pedestrian Countdown Signal (LED)	EA						8							570.00
712330	3 Section Backplate	EA						11							1,100.00
712350	5 Section Backplate	EA						13							1,650.00
712501	Accessible Pedestrian Signal	EA						8							1,100.00
713020	Push Button Station	EA						8							280.00
713511	Optical Detector, 1 Direction, 1 Channel	EA						8							710.00
713600	Optical Detector Cable	LF						1500							2,000.00
713907	Video Cable	LF						1500							2,000.00
713910	Video Camera	EA						8							8,330.00
714000	Traffic Actuated Controller	EA						1							4,100.00
714280	8 Phase Double Ring Control Cabinet	EA						2							25,000.00
716040	Roadway Luminaire Type 400S	EA						8							300.00
716301	Internally Illuminated Sign	EA						8							2,570.00
	Drainage Extension	EA						2							55,000.00
	Subtotal														908,592.10
	Contingencies @ 25%														227,148.03
	TOTAL														1,135,740.13