City of Las Cruces®
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 **Resolution#** 13-14-403

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of March 2, 2015 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE MESILLA VALLEY MPO, TO CONTRACT WITH BOHANNAN-HUSTON FOR DEVELOPMENT OF TWO CORRIDOR STUDIES IN THE ESTIMATED AMOUNT OF $320,092. ONE LOOKING AT POTENTIAL IMPROVEMENTS ON UNIVERSITY AVENUE FROM MAIN STREET TO NM 28. THE OTHER TO STUDY THE POSSIBLE EXTENSION OF MISSOURI AVENUE TO SONOMA RANCH BOULEVARD.

PURPOSE(S) OF ACTION:

To authorize payment.

COUNCIL DISTRICT: N/A		
Drafter/Staff Contact: Tom Murphy	**Department/Section:** Community Development/ MPO	**Phone:** 528-3225
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Mesilla Valley Metropolitan Planning Organization (MPO) is a multi-jurisdictional agency responsible for transportation planning in Las Cruces, Mesilla and central Doña Ana County. Federal regulations require the designation of an MPO to carry out a coordinated, continuing and comprehensive transportation planning process for urbanized areas with a population of more than 50,000. The MPO establishes project priorities for consideration by the New Mexico Department of Transportation (NMDOT) when programming transportation funds. The MPO operates under the guidance of a Policy Committee which is comprised of nine elected officials: three City of Las Cruces Councillors, three Doña Ana County Commissioners, and three Town of Mesilla Trustees, plus the District One Engineer from the New Mexico Department of Transportation (NMDOT). The City acts as the fiscal agent for the MPO and as a result the MPO utilizes City processes for procurement.

Safety concerns along University Avenue particularly near Zia Middle School and connectivity to Centennial High School are emerging issues for the transportation system. The Policy Committee directed that these two studies are to be pursued this fiscal year through the MPO's Unified Planning Work Program (UPWP) to evaluate both situations.

The City's Selection Advisory Committee (SAC) recommended approval (April 7, 2014) of the Bohannan-Huston Inc. (BHI) proposal. The Policy Committee then gave MPO staff direction to proceed with the contract. MPO staff negotiated terms with the consultant. The contract calls for BHI to assemble background data, analyze potential improvements, conduct public involvement meetings, and develop, pursuant to NMDOT guidelines, a Phase A study report.

A Phase A study establishes purpose and need for a particular transportation project. It evaluates all potential improvements within a corridor and narrows the list for further study. The Phase A process also includes a public participation process so that public support for potential improvements can be gauged.

The final report will be subject to approval by the Policy Committee. Any recommended improvement projects would be carried out by NMDOT, the City of Las Cruces, or the Town of Mesilla and subject to their respective approval processes and funding availability.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request to Contract form.
3. Exhibit "B", Contract with Bohannan-Huston Inc.
4. Attachment "A", Select pages from MPO UPWP.

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☒	See fund summary below
	No	☐	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from:_____.
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?			
	Yes	☐	Funds will be deposited into this fund: _____ in the amount of $_____ for FY__.
	No	☒	There is no new revenue generated by this action.

BUDGET NARRATIVE

The MPO is funded through a combination of federal funds and a local match to carry out transportation planning related activities. The MPO's local match is funded jointly by the City of Las Cruces, the Town of Mesilla, and Dona Ana County.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
MPO Planning local	1000 10184080-722190-30105	$46,605.36	$48,268.41	$1,663.05	TBD
MPO Planning grant	2090 20184060-722190-30105	$273,486.43	$310,196.06	$36,709.63	TBD

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the contract with Bohannan-Huston Inc. for development of two corridor studies.
2. Vote "No"; this will not approve the contract with Bohannan-Huston Inc. for development of two corridor studies.
3. Vote to "Amend"; this would be based on Council direction.
4. Vote to "Table"; this will delay action on the matter.

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. 13-14-403

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE MESILLA VALLEY MPO, TO CONTRACT WITH BOHANNAN-HUSTON FOR DEVELOPMENT OF TWO CORRIDOR STUDIES IN THE ESTIMATED AMOUNT OF $320,092. ONE LOOKING AT POTENTIAL IMPROVEMENTS ON UNIVERSITY AVENUE FROM MAIN STREET TO NM 28. THE OTHER TO STUDY THE POSSIBLE EXTENSION OF MISSOURI AVENUE TO SONOMA RANCH BOULEVARD.

The City Council is hereby informed that:

WHEREAS, the City is the fiscal agent for the Mesilla Valley Metropolitan Planning Organization (MPO); and

WHEREAS, development of Phase A Corridor Studies were identified as work products in the MPO's Unified Planning Work Program (UPWP) approved by the MPO Policy Committee; and

WHEREAS, the project was advertised through the Request For Proposal (RFP) process and the Selection Advisory Committee (SAC) identified Bohannan-Huston Inc. as the top respondent; and

WHEREAS, development of these corridor studies will aid the MPO in developing regional transportation priorities.

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

(I)

THAT the contract with Bohannan-Huston Inc., attached hereto as Exhibit "B", in the estimated amount of $299,151.20 is hereby approved.

(II)

THAT the Purchasing Manager is authorized to contract with Bohannan-Huston Inc. as outlined in the signed Exhibit "A", Purchasing Manager's Request to Contract Form.

(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 _____, 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

Exhibit A

CITY OF LAS CRUCES

44

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: March 2, 2015

Resolution No.: 13-14-403

Contract Purchase For
MPO Planning Studies

The Las Cruces City Council is provided the following information concerning this request:

RFP SOLICITATION INFORMATION:

1. RFP No. / Due Date: **RFP No. 13-14-403 / April 14, 2014**
2. Description: **MPO Planning Studies**
3. Using Department: **Community Development / MPO**
4. Number of Reponses Solicited: **Fifty-one (51)**
5. Number of Responses Accepted: **One (1)**
6. Award Recommendation To: **Bohannan Huston, Inc. of Las Cruces, NM**
7. Total Award Amount: **$299,151.20**
8. Contract Duration: **TBD**

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No			LCMC §24-100 not applicable to this solicitation
	Yes	X		Made A Difference To Awards(s)
			X	Made No Difference To Bid Award(s)

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-92**.

Victoria Zendejas 12/13/15
Purchasing Manager Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	**TBD**

City of Las Cruces
PEOPLE HELPING PEOPLE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on _____, 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Bohannan Huston, Inc., of 425 S. Telshor Blvd., Suite C-103, Las Cruces, NM 88011, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Missouri Avenue/Roadrunner Parkway Extension Planning Study and University Avenue (NM 478-NM 28) Bicycle and Pedestrian Facilities Planning Study.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No.13-14-403 attached as Exhibit A and made a part of this Agreement. Upon council approval and a signed contract, the City anticipates an immediate start to the University Avenue (NM 478-NM 28) Bicycle and Pedestrian Facilities Planning Study.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $163,585.60 for the Missouri Avenue/Roadrunner Parkway Extension Planning Study and not to exceed $135,565.60 for the University Avenue (NM 478-NM 28) Bicycle and Pedestrian Facilities Planning Study plus applicable taxes.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of the project as required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on (date of award) for a time period established between the CITY and the CONTRACTOR as required to complete the delivery of the contracted services.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR"S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT
CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

a. Professional Liability: $1,000,000 per claim

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The

CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Tom Murphy

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: Bohannan Huston, Inc.
425 S. Telshor Blvd., Ste. C-103
Las Cruces, NM 88011
ATTENTION: Albert Thomas

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

BOHANNAN HUSTON, INC.

BY: _____
Principal

_____
Typed or Printed Name and Title

_____
Date

THE CITY OF LAS CRUCES

By: _____
Purchasing Manager

_____
Typed or Printed Name

_____
Date

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A

SERVICES

Proposal submitted by
Bohannan Huston, Inc.

EXHIBIT B

SCHEDULE

Delineate all details relative to the time of any deliverables, events, benchmarks, etc. If costs relate to these items, list accordingly.

FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Termination

Termination for Convenience (Professional Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Default If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor

was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42

U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements THE FEDERAL GRANTING DEPARTMENT OR AGENCY may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements THE FEDERAL GRANTING DEPARTMENT OR AGENCY may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements THE FEDERAL GRANTING DEPARTMENT OR AGENCY may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements THE FEDERAL GRANTING DEPARTMENT OR AGENCY may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY, modified only if necessary to identify the affected parties.

Copeland Anti-Kickback Act

(1) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(2) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FEDERAL GRANTING DEPARTMENT OR AGENCY may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Patent and Rights In Data

A. The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY.

(c) When THE FEDERAL GRANTING DEPARTMENT OR AGENCY awards Federal

assistance for experimental, developmental, or research work, it is THE FEDERAL GRANTING DEPARTMENT OR AGENCY's general intention to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless THE FEDERAL GRANTING DEPARTMENT OR AGENCY determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit THE FEDERAL GRANTING DEPARTMENT OR AGENCY to make available to the public, either THE FEDERAL GRANTING DEPARTMENT OR AGENCY's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY for capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless THE FEDERAL GRANTING DEPARTMENT OR AGENCY determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through THE FEDERAL GRANTING DEPARTMENT OR

AGENCY, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until THE FEDERAL GRANTING DEPARTMENT OR AGENCY is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through THE FEDERAL GRANTING DEPARTMENT OR AGENCY, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY.

Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient or a sub grantee of the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the

programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient or a subgrantee of the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $150,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient or a subgrantee of the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, THE FEDERAL GRANTING DEPARTMENT OR AGENCY Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient or a subgrantee of the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the THE FEDERAL GRANTING DEPARTMENT OR AGENCY Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
7. THE FEDERAL GRANTING DEPARTMENT OR AGENCY does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
II Non State Grantees			Those				

a. Contracts below SAT ($150,000) b. Contracts above $150,000/Capital Projects		Yes[3] Yes[3]	imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the
Purchaser will, in turn, report each violation as required to assure notification to THE FEDERAL GRANTING DEPARTMENT OR AGENCY and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY.

Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Clean Water –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to THE FEDERAL GRANTING DEPARTMENT OR AGENCY and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by THE FEDERAL GRANTING DEPARTMENT OR AGENCY.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Lobbying: Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Disadvantaged Business Enterprise Goal – Race Neutral

The Federal Department of Transportation has implemented a Disadvantaged Business Enterprise (DBE) program mandate and the City has developed its own DBE program with a DBE goal for fiscal year 2014 of 1.8% for this Federal USDOT-funded project. Further information about what this program entails and its requirements can be found via the following link: https://www.civilrights.dot.gov/disadvantaged-business-enterprise/about-dbe . It shall be the responsibility of the awarded respondent to adhere and administer the relevant requirements of this program. DBE program information is available by request through the Purchasing Office.

DBE participation in this procurement may be in the form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?"

Bidders List

The City of Las Cruces, New Mexico has adopted by Letter of Agreement the New Mexico State Department of Transportation's (NMDOT) Certification Procedures and DBE Directory. The DBE Directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as a DBE. The DBE Directory is available from the NMDOT.

NOTICE TO CONTRACTORS

This completed form is a MANDATORY SUBMITTAL with bid
(Submitting a blank form will render the bid non-compliant)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
RACE NEUTRAL

FORM: RN- 1 (DBE Utilization) Rev: October 26, 2012

RFP#: 13-14-403

PROJECT: MPO Planning Studies – Missouri and University Avenues Re-solicitation

---

The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

☐ The bidder is committed to a minimum of 1.8 % DBE utilization on this project.
☐ The bidder, if unable to meet the goal of 1.8 % DBE, is committed to a minimum of ____ % DBE utilization on this project. *(Enter zero "0" if unable to commit to any DBE utilization)*

The following must be completed fully and signed by bidder:

Prime Contractor: _____

Address: _____

City, State, Zip _____

State Registration No. _____

Contact E-mail:_____

Phone No. _____

By: _____ _____
Signature Date

_____ _____
Printed Name Title

Attachment "A"

METROPOLITAN
PLANNING ORGANIZATION
LAS CRUCES DONA ANA MESILLA

Mesilla Valley Metropolitan Planning Organization

Unified Planning Work Program

Federal Fiscal Years 2015 & 2016
(Oct. 1, 2014 through Sept. 30, 2016)

Approved June 11, 2014

Mesilla Valley Metropolitan Planning Organization
CITY OF LAS CRUCES
700 North Main, Las Cruces, New Mexico 88001-1120
(575) 528-3225-telephone (575) 528-3155-fax http://mvmpo.las-cruces.org.

Responsibilities: MPO staff, TASM Leadership Committee

Source of Funds: FHWA, FTA, Local Funds for Match

Main Products and Schedule by Month

	FFY 2015 (Oct 1, 2014 - Sept 30, 2015)												FFY 2016 (Oct 1, 2015 - Sept 30, 2016)											
PRODUCT	10	11	12	01	02	03	04	05	06	07	08	09	10	11	12	01	02	03	04	05	06	07	08	09
TASM Leadership Committee																								
Adopt MPO Performance Measures										X														

5.3 University Avenue Corridor Study Phase A

The MPO is contracting out the tasks to complete a Phase A report for the University Avenue corridor from NM 478 to NM 28. The primary objectives of this phase are: 1) establish purpose and need, 2) develop a range of potential alternatives, and 3) eliminate alternatives that are clearly not feasible for further consideration.

Responsibilities: MPO staff .....

Source of Funds: FHWA, Local Funds for Match

Main Products and Schedule by Month

	FFY 2015 (Oct 1, 2014 - Sept 30, 2015)												FFY 2016 (Oct 1, 2015 - Sept 30, 2016)											
PRODUCT	10	11	12	01	02	03	04	05	06	07	08	09	10	11	12	01	02	03	04	05	06	07	08	09
Purpose and need statement	Timeline TBD																							
Public meetings																								
Phase A report																								

5.4 Missouri Avenue Corridor Study Phase A

The MPO is contracting out the tasks to complete a Phase A report from the end of Missouri Avenue to Sonoma Ranch north of Centennial High School. The primary objectives of this phase are: 1) establish purpose and need, 2) develop a range of potential alternatives, and 3) eliminate alternatives that are clearly not feasible for further consideration.

Responsibilities: MPO staff, contracted consultant

Source of Funds: FHWA, Local Funds for Match

Main Products and Schedule by Month

	FFY 2015 (Oct 1, 2014 - Sept 30, 2015)												FFY 2016 (Oct 1, 2015 - Sept 30, 2016)											
PRODUCT	10	11	12	01	02	03	04	05	06	07	08	09	10	11	12	01	02	03	04	05	06	07	08	09
Purpose and need statement	Timeline TBD																							
Public meetings																								
Phase A report																								

5.5 Short Range Transit Plan Update

Appendix A – Budget Summary - Financial Resources Available

Fiscal Year 2015 (Oct. 1 2014- September 30, 2015)	Program Support and Administration	Transportation Improvement Program	General Development and Data Collection/ Analysis	Transportation Planning	Special Studies, Plans, Projects, and Programs		Program totals
FUNDING SOURCE	41.11.00	41.12.00	41.13.00	41.14.00	41.15.00	Subtotal	
FHWA 112 (85.44%)	$78,131	$26,044	$104,175	$52,087	$260,437	**$520,873**	
Local Match(14.56%)	$13,314	$4,438	$17,753	$8,876	$44,382	$88,763	$609,636
CLC	$8,255	$2,752	$11,007	$5,503	$27,517		
DAC	$4,793	$1,598	$6,391	$3,195	$15,977		
MESILLA	$186	$62	$249	$124	$621		
FTA GRANT 5303(80%)	$4,264	$2,132	$10,660	$10,660	$14,924	***$42,640***	
CLC (5303)MATCH(20%)	$1,066	$533	$2,665	$2,665	$3,731	$10,660	$53,300
TOTAL	$96,775	$33,147	$135,252	$74,289	$323,473	$662,936	$662,936
(PERCENT OF 112)	**15%**	**5%**	**20%**	**10%**	**50%**	100%	
(PERCENT OF 5303)	**10%**	**5%**	**25%**	**25%**	**35%**	100%	
PERCENT TOTAL	15%	5%	20%	11%	49%		

Fiscal Year 2016 (Oct. 1 2015- September 30, 2016)	Program Support and Administration	Transportation Improvement Program	General Development and Data Collection/ Analysis	Transportation Planning	Special Studies, Plans, Projects, and Programs		Program Totals
FUNDING SOURCE	41.11.00	41.12.00	41.13.00	41.14.00	41.15.00	Subtotal	
FHWA 112 (85%)	$68,894	$22,965	$91,859	$34,447	$11,482	***$229,648***	
LOCAL (112) MATCH(15%)	$11,740	$3,913	$15,654	$5,870	$1,957	$39,135	$268,783
CLC	$7,279	$2,426	$9,705	$3,640	$1,213		
DAC	$4,227	$1,409	$5,635	$2,113	$704		
MESILLA	$164	$55	$219	$82	$27		
FTA GRANT 5303(80%)	$6,396	$2,132	$14,924	$14,924	$4,264	***$42,640***	
CLC (5303)MATCH(20%)	$1,599	$533	$3,731	$3,731	$1,066	$10,660	$53,300
TOTAL	$88,559	$29,520	$126,074	$58,937	$18,757	$322,083	$322,083
(PERCENT OF 112)	**30%**	**10%**	**40%**	**15%**	**5%**	100%	
(PERCENT OF 5303)	**15%**	**5%**	**35%**	**35%**	**10%**	100%	
PERCENT TOTAL	28%	9%	39%	18%	6%		