

Contract No.	D18451/2
Vendor No.	0000054360
Control No.	LP50008

SECOND AMENDMENT TO LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND

This **Second Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18451, on 3/17/2020 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6 Term, is deleted and replaced by the following:

6. Term

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. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **April 30, 2024**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

City of Santa Fe

By: Am _____

Date: May 1, 2023 _____

Name: Alan Webber

Title: Mayor

ATTEST:

By: Kristen Niles _____
City of Santa Fe Clerk or Designee *XIV*
GB MTG 04/26/2023

Date: May 1, 2023 _____

City Attorney's Office:

By: Marcos Martinez _____
Marcos Martinez (Apr 6, 2023 14:15 MDT)
Senior Assistant City Attorney

Date: Apr 6, 2023 _____

Approved for Finances:

By: Emily K. Oster _____
Emily K. Oster (Apr 30, 2023 22:35 MDT)
Finance Department Director

Date: Apr 30, 2023 _____

ITEM # 20-0095

Contract No. D18451
Vendor No. 0000054360
Control No. LP50008

LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Transportation Project Funds (LGTPF) to the Public Entity for the following project scope **Guadalupe/Santa Fe River Bridge Deck Rehabilitation - Bridge Deck Rehab of existing bridge** (Project or CN LP50008). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Seven Hundred Fifty Thousand Dollars and No Cents (**\$750,000**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **\$712,500.00**
Guadalupe/Santa Fe River Bridge Deck Rehabilitation - Bridge Deck Rehab of existing bridge

2. The Public Entity's required proportional matching
Share shall be 5% **\$37,500.00**
For purpose stated above

3. Total Project Cost **\$750,000.00**

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2022**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.
2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:

1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as

Exhibit B.

- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Local Government Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

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. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. 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 will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity 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. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. 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 will, 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.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity 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 Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: MRS M
Cabinet Secretary or Designee

Date: 3/17/20

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

By: Cynthia A. Chant
Assistant General Counsel

Date: 9-26-19

City of Santa Fe

By: AMM

Date: 2/25/2020

Title: MAYOR

Attest: Yocanda y. Wign

Title: CITY CLERK
ccmtg 1/24/20

100-100000

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 08/18/80 BY SP-5 JMS/STP

08/18/80

W. S. Z. 100-100000

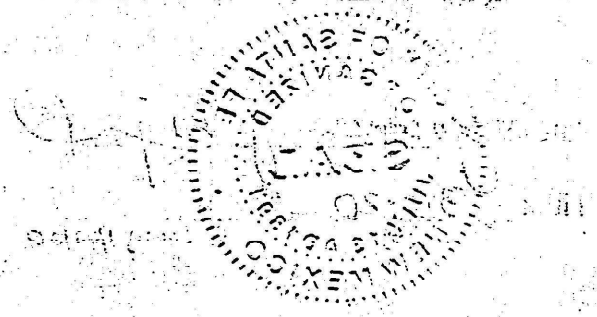
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08/18/80 BY SP-5 JMS/STP

08/18/80

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08/18/80

W. S. Z. 100-100000

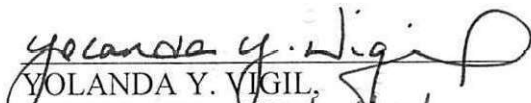


CITY OF SANTA FE



ALAN WEBBER, MAYOR

DATE: 2/25/2020

ATTEST:


YOLANDA Y. VIGIL,
CITY CLERK *ccmtg 1/29/20*

APPROVED AS TO FORM:

 *11/6/19*
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:


MARY McCOY, FINANCE DIRECTOR

3309980.572970

BUSINESS UNIT/LINE ITEM

Doc: C:\Gundalupe / SF River Bridge C/A Project 1 P-50008.doc

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50008

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50008**:

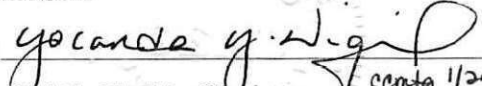
1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:  Date: 2/25/2020
Title: Mayor Date: _____

ATTEST:

By:  Date: 3-2-20
Public Entity Clerk contg 1/29/20

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

**PARTICIPATION IN LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Local Government Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$750,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$712,500.00

and

- b. **City of Santa Fe**'s proportional matching share shall be 5% or \$37,500.00

TOTAL PROJECT COST IS \$750,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of \$750,000.00.


Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2022 and the **City of Santa Fe** 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.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50008** with the New Mexico Department of Transportation for the LGTPF Program for year 2019 for Guadalupe/Santa Fe River Bridge Deck Rehabilitation - Bridge Deck Rehab of existing bridge within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

 **ALAN WEBBER, Mayor**
(PRINTED NAME, POSITION)

2/25/2020
DATE

Yolanda Y. Vigil, City Clerk
(PRINTED NAME, POSITION)
CCMtg 1/29/20

3-2-20
DATE

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2020-5

3 INTRODUCED BY:

EXHIBIT-C

4
5 Councilor Signe I. Lindell

6 Councilor Renee D. Villarreal

7
8
9
10 A RESOLUTION

11 ACCEPTING A GRANT FROM THE LOCAL GOVERNMENT TRANSPORTATION
12 PROJECT FUND PROGRAM ADMINISTERED BY THE NEW MEXICO
13 DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER
14 LP50008 FOR THE GUADALUPE/SANTA FE RIVER BRIDGE DECK
15 REHABILITATION.

16
17 WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of
18 Transportation ("NMDOT") have entered into a grant agreement under the Local Government
19 Transportation Fund Program ("LGTFP") for a local road project; and

20 WHEREAS, the total cost of the project will be \$750,000 to be funded in proportional
21 share by the parties hereto as follows: a) NMDOT's share shall be 95% or \$712,500.00 and City's
22 proportional share matching share shall be 5% or \$37,500.00; and

23 WHEREAS, the City shall pay all costs, which exceed the total amount of \$750,000.00;
24 and

25 WHEREAS, this agreement terminates on June 30, 2022 and the City incorporates all

1 the agreements, covenants, and understandings between the parties hereto concerning the subject
2 matter hereof, and all such covenants, agreements and understandings have been merged into the
3 written agreement.

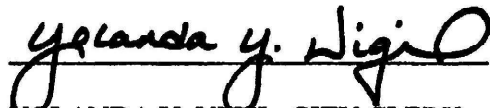
4 **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
5 **CITY OF SANTA FE** that the City of Santa Fe enters into Cooperative Agreement for Project
6 Control Number LP50008 with the New Mexico Department of Transportation for the LGTPF
7 Program for year 2019 for Guadalupe/Santa Fe River Bridge Deck Rehabilitation – Bridge Deck
8 Rehab of existing bridge within the control of the City of Santa Fe, New Mexico.

9 PASSED, APPROVED, and ADOPTED this 29th day of January, 2020.

10
11
12 

13 ALAN WEBBER, MAYOR

14 ATTEST:

15
16 
17 YOLANDA Y. VIGIL, CITY CLERK

18 APPROVED AS TO FORM:

19
20 
21 ERIN K. McSHERRY, CITY ATTORNEY

22
23
24
25 *Legislation/2020/Resolutions/2020-5 Guadalupe Bridge Rehab Grant Acceptance*

Contract No.	<u>D18451/1</u>
Vendor No.	<u>0000054360</u>
Control No.	<u>LP50008</u>

FIRST AMENDMENT TO LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18451 , on 3/18/2020 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6 Term, is deleted and replaced by the following:

6. Term


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. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: 
Cabinet Secretary or Designee

Date: 5/24/2022

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

By: 
Assistant General Counsel

Date: Feb 25, 2022

City of Santa Fe


By: 

Date: May 23, 2022

Name: Alan Webber

Title: Mayor

ATTEST:

By: 
City of Santa Fe Clerk 
GB MTG 05/11/2022

Date: May 23, 2022

CITY ATTORNEY'S OFFICE:

By: 
Senior Assistant City Attorney

Date: Mar 28, 2022

APPROVED FOR FINANCES:

By: 
~~Mary McCoy~~, Finance Director

Date: May 22, 2022

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-23

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Renee Villarreal

A RESOLUTION

**REQUESTING APPROVAL OF FIRST AMENDMENT TO A LOCAL GOVERNMENT
TRANSPORTATION PROJECT FUND GRANT FROM THE NEW MEXICO
DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER
LP5008 GRANTING A TIME EXTENSION FOR THE PLANNING, DESIGN, AND
PAVEMENT REHABILITATION OF GUADALUPE BRIDGE.**

WHEREAS, the City of Santa Fe (“City”) and the New Mexico Department of
Transportation (“NMDOT”) entered into an Agreement under the Local Government
Transportation Project Fund, Contract No. D18451, Control No. LP50008 on March 18, 2020
 (“Agreement”) to rehabilitate the Guadalupe Street Bridge; and

WHEREAS, Section 19 allows for modification of the Agreement by an instrument in
writing executed by the parties; and

WHEREAS, Section 4.g requires the Governing Body to adopt a written resolution of
project support that includes commitment to funding, ownership, liability and maintenance; and

WHEREAS, the City and the NMDOT have agreed to extend the term of the Agreement


1 to combine the bridge rehabilitation project with S100360 Guadalupe Street Reconstruction Road
2 Diet Project to save construction funds and cut traffic delays to the public; and,

3 **WHEREAS**, both parties agree to modify the Agreement.

4 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
5 **CITY OF SANTA FE** that the Governing Body extends the completion dates of the Local
6 Government Road Transportation Fund Agreement from NMDOT to June 30, 2023.

7 **BE IT FURTHER RESOLVED** that the City of Santa Fe accepts responsibility for the
8 Project; assumes the lead role in design development and construction of the Project; agrees to
9 the terms, conditions, and certification and reporting requirements of the Agreement; and assumes
10 ownership, liability, and maintenance responsibilities for all amenities related to the completion
11 of the Project.

12 PASSED, APPROVED, and ADOPTED this 11th day of May, 2022

13 
14 _____

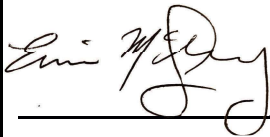
15 ALAN WEBBER, MAYOR

16 ATTEST:

17 
18 _____

19 KRISTINE MIHELIC, CITY CLERK

20 APPROVED AS TO FORM:

21 
22 _____

23 ERIN K. McSHERRY, CITY ATTORNEY

24
25 *Legislation/2022/Resolutions/2022-23 Extending Guadalupe Bridge Completion Date*



City of Santa Fe, New Mexico

Memorandum



Date: April 11, 2023

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 11, 2023 18:06 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager *RGM*

RE: Contract Amendment #2 Extending Termination Date of Project LP50008
Guadalupe Street Bridge Deck Rehabilitation

ACTION:

Request for Approval of Amendment No. 2 to a Local Government Transportation Fund Grant with the New Mexico Department of Transportation for the Planning, Design, and Pavement Rehabilitation of LP50008 Guadalupe St. Bridge Rehabilitation Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, 505-955-6613).

BACKGROUND AND SUMMARY:

The Guadalupe Street Bridge was constructed in 1969 and is showing signs of deterioration as a result of its age. A 2019 New Mexico Department of Transportation (NMDOT) bridge inspection report shows the deck to be in fair condition but requiring repair.

In March 2020, the Local Government Transportation Fund Grant Agreement between the City and the NMDOT was executed to rehabilitate the Guadalupe Street Bridge for \$900,000. It will address the structural deficiencies and deteriorating conditions of the bridge and roadway pavement and improve pedestrian and bicycle connectivity. The City started the project design in October 2020.

In September 2021, the City requested NMDOT to merge this project with S100460 Guadalupe Street Reconstruction Project – a federally funded project. Request was made to accommodate the new typical section of the Guadalupe St. particularly the new pedestrian and bicycle infrastructure. For example, two of the new ADA ramps at the intersection of Guadalupe St and Paseo de Peralta are partially on the bridge deck. This caused delay for both projects, as additional requirements were imposed by the Federal Highway Authority (FHWA) on this project, which necessitated the first amendment, extending the Agreement's termination date to June 30, 2023.

This second and final amendment, extending the Agreement's term to June 30, 2024, is necessary since the construction of Guadalupe St./Bridge will not commence until June/July 2023. The construction delay was due to no construction firms bid on this project last November - the first time the City put this project out for bid. However, this past January, the second time the City bid

this project, GM Emulsion, LLC. won the bid. NMDOT approved the bid in February. Their construction contract is now under way for Governing Body's approval in late April/early May.

ATTACHMENTS:

LP50008 Amendment No. 2

LP50008 Original Contract

LP50008 Amendment No. 1

Procurement Checklist

Summary of Contracts



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204022

Contractor: NMDOT

Description: **Second Amendment to Local Government Transportation Grant Agreement No. D18451 for LP50008 Guadalupe Street Bridge Rehabilitation Project**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 03/17/2020 Term End Date: 06/30/2024

☒ Approved by Council Date: TBD

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # D18451

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: June 30, 2024

☒ Approved by Council Date: Pending

Amendment is for: time extension

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original contract executed 03/17/2020 and terminates 06/30/2022.

First amendment extending termination date to 06/30/2023 approved by Governing Body via Resolution 2022-23.

3. **Procurement History:** _____

[Signature]

Apr 12, 2023
Date:

Purchasing Officer Review:
Comment & Exceptions: Govt to Govt agreement.

4. **Funding Source:** ENG193300D **Org / Object:** 3309980/572970

Andy Hopkins

Andy Hopkins (Apr 12, 2023 15:26 MDT)

Apr 12, 2023
Date:

Budget Officer Approval:
Comment & Exceptions: _____

Staff Contact who completed this form: Romella Glorioso-Moss Phone # 505-955-6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Second Amendment to Local Government Transportation Fund Grant Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other:

Romella Glorioso-Moss

Capital Projects Manager 4/11/2023

Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 12, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

GB PWD NMDOT LGTPF Agreement (LP50008 Guadalupe St Bridge Rehab)

Final Audit Report

2023-04-12

Created:	2023-04-11
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAySTnwqYLhAny2sNOxU9hijHsjJyygXhS


"GB PWD NMDOT LGTPF Agreement (LP50008 Guadalupe St Bridge Rehab)" History

 Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)

2023-04-11 - 4:54:31 PM GMT- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature

2023-04-11 - 4:57:25 PM GMT

 Email viewed by rawheeler@santafenm.gov

2023-04-12 - 0:05:47 AM GMT- IP address: 104.47.64.254

 Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2023-04-12 - 0:06:20 AM GMT- IP address: 63.232.20.2

 Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2023-04-12 - 0:06:22 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-04-12 - 0:06:22 AM GMT

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