

Contract No.	D18964/1
Vendor No.	54360
Control No.	L500473

FIRST AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

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. **D18964**, on **September 8, 2021**; 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 with 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 **6/30/2024**. 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.

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.

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: Alan Webber

Date: May 14, 2023

Name: • Alan Webber • • • • •

Title: • Mayor • • • • •

ATTEST:

By: Kristen Miller
City Clerk
GB MTG 05/10/23
XIV

Date: • May 15, 2023 • • • • •

CITY ATTORNEY'S OFFICE:

By: Marcos Martinez
Marcos Martinez (Mar 31, 2023 10:00 MDT)
Marcos Martinez, Senior Asst. City Attorney

Date: Mar 31, 2023

APPROVED FOR FINANCE:

By: Emily K. Oster
Emily K. Oster (May 12, 2023 17:35 MDT)
Emily Oster, Finance Director

Date: • May 12, 2023 • • • • •

ITEM #21-0414

Contract No. D18964
Vendor No. 0000054360
Control No. HW2L500473

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and City of Santa Fe (Public Entity), collectively referred to as the “parties.” 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 67-3-28.2 and the State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500473." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents (**\$124,444**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: \$93,333

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,
Construction Management, Drainage and Misc. Improvements

2. Public Entity's required proportional matching share shall be 25%: \$31,111

3. Total Project Cost: \$124,444

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents (**\$124,444**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
- n. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
- o. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office

the “AS BUILT Summary of Costs and Quantities” form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in “Certification of Construction Phase” form.

- p. Failure to timely provide Certification Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity’s roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- t. Allow the Department to perform a final inspection of the Project to determine if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. 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. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

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 **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) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.

- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

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. Liability.

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.*, and any other applicable law.

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 and endorsements listing the Department as an additional insured 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 included 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 rights, equal opportunity compliance, environmental issues, 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, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is 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, subject to Section 7 above.

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, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, 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 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 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) calendar days. 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) calendar days of written notification.

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 altered, modified, or amended by an instrument in writing executed by the parties.

<<Add below sentence if page is quarter or more blank>>
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: Justin Reese
Justin Reese (Sep 8, 2021 12:01 MDT)
Cabinet Secretary or Designee

Date: Sep 8, 2021

Recommended By District 5

By: [Signature]
District Engineer

Date: 08-23-21

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

By: Craig C Kling
Craig C Kling (Sep 8, 2021 11:54 MDT)
Assistant General Counsel

Date: Sep 8, 2021

City of Santa Fe

By: [Signature]

Date: Aug 16, 2021

Title: Mayor

Attest: Kristine Mihelcic
Kristine Mihelcic (Aug 19, 2021 08:38 MDT)

Kristine Bustos-Mihelcic, City Clerk
GB MTG 08/11/2021

[Signature]

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 09:17 MDT)
Senior Assistant City Attorney

Approved for Finances:

Mary McCoy
Mary T. McCoy, Finance Director

EXHIBIT A
Minimum Design Standards

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

EXHIBIT B
Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S Surveying Requirements**, Current Edition, and **Minimum Standards for Surveying**, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly **Right of Way Handbook (Current Edition, Local Public Agencies)**, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S Right of Way Mapping Development Procedures** Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In

no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
Construction Phase Duties and Obligations

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

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500473

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

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
___ a. have been relocated
___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):

- a. 20 year pavement design; or
 - b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
- 11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
- 12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
- 13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan** (Current Edition).
- 14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan** (Current Edition).
- 15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
- 16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
- 17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

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

City of Santa Fe

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500473

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

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500473** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

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

City of Santa Fe

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

FY2022/ L500473

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-45

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT IDENTIFIED AS CONTROL NUMBER L500473; AND ACCEPTING A LOCAL GOVERNMENT ROAD FUND ("LGRF") GRANT IDENTIFIED AS CONTROL NUMBER L500444 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") FOR THE PLANNING, DESIGN, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHABILITATION, CONSTRUCTION MANAGEMENT, DRAINAGE, TRAFFIC SIGNAL IMPROVEMENTS, AND MISCELLANEOUS IMPROVEMENTS OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT.

WHEREAS, the engineering design phase of Agua Fria/South Meadows Intersection Improvements Project ("Project") that begins from the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road is nearing completion;

WHEREAS, the intersection improvements of this 0.28 mile-long project includes turning lanes, dedicated 5-ft wide bike lanes, 6-ft wide sidewalks, improved driveways, and drainage

1 infrastructure;

2 **WHEREAS**, based on the Engineer's Probable Cost Estimate using current NMDOT
3 average unit prices, the Project needs another \$1.7M to be ready for construction; and

4 **WHEREAS**, Public Works roadway and trails staff are actively seeking additional funding
5 for construction; and

6 **WHEREAS**, in March 2021 the City applied for and received NMDOT MAP grant
7 funding for FY 2022/2023 in the amount of \$93,333.00; and

8 **WHEREAS**, the MAP grant required a 25% City of Santa Fe ("City") match of \$31,111.00
9 for a total MAP grant agreement amount of \$124,444.00; and

10 **WHEREAS**, in March 2021 the City applied for and received NMDOT LGRF grant
11 funding for FY 2022/2023 in the amount of \$56,875.00 and;

12 **WHEREAS**, the LGRF grant required a 25% City match of \$18,958.00 for a total LGRF
13 grant agreement amount of \$75,833.00.

14 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
15 **CITY OF SANTA FE** that the City accepts a Municipal Arterial Program Cooperative Grant,
16 identified as control number L500473, in the amount of \$124,444.

17 **BE IT FURTHER RESOLVED** that the City accepts a Local Government Road Fund
18 Grant in the amount of \$75,833.

19 **BE IT FURTHER RESOLVED** that the City of Santa Fe:

20 1. accepts responsibility for the Project, assumes the lead role in design,
21 development, and construction of the Project;

22 2. agrees to the terms, conditions, and certification and reporting requirements of the
23 MAP and LGRF cooperative project agreements; and

24 3. assumes ownership, liability, and maintenance responsibilities for all amenities
25 related to the completion of the Project.

1 PASSED, APPROVED, and ADOPTED this 11th day of August, 2021.

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ALAN WEBBER, MAYOR

6 ATTEST:

7

8

Kristine Mihelcic
Kristine Mihelcic (Aug 19, 2021 08:40 MDT)

9 KRISTINE MIHELIC, CITY CLERK

10 APPROVED AS TO FORM:

11

12



13 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2021/Resolutions/2021-45 South Meadows MAP and LGRF Grants*












L500473 CITY OF SANTA FE FY22

Final Audit Report

2021-09-08

Created:	2021-09-07
By:	Betty Romero (Betty.Romero2@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACRm0JJG1OWQM3JE3DPcAt_tALusvSAE

"L500473 CITY OF SANTA FE FY22" History

-  Document created by Betty Romero (Betty.Romero2@state.nm.us)
2021-09-07 - 10:01:17 PM GMT- IP address: 164.64.74.20
-  Document emailed to Aaron Frankland (aaron.frankland@state.nm.us) for signature
2021-09-07 - 10:03:07 PM GMT
-  Email viewed by Aaron Frankland (aaron.frankland@state.nm.us)
2021-09-08 - 3:30:45 PM GMT- IP address: 104.47.65.254
-  Document signing delegated to Craig C Kling (Craig.Kling1@state.nm.us) by Aaron Frankland (aaron.frankland@state.nm.us)
2021-09-08 - 3:31:06 PM GMT- IP address: 164.64.74.20
-  Document emailed to Craig C Kling (Craig.Kling1@state.nm.us) for signature
2021-09-08 - 3:31:06 PM GMT
-  Email viewed by Craig C Kling (Craig.Kling1@state.nm.us)
2021-09-08 - 5:43:39 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Craig C Kling (Craig.Kling1@state.nm.us)
Signature Date: 2021-09-08 - 5:54:25 PM GMT - Time Source: server- IP address: 164.64.74.20
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City of Santa Fe New Mexico

Memorandum



Date: April 11, 2023

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 11, 2023 10:10 MDT)
Regina Wheeler, Public Works Department Director

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

ACTION:

Request for Approval of Amendment No. 1 to a Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18964/1) with the New Mexico Department of Transportation for the planning, design and construction of Agua Fria Street and South Meadows Road Intersection Improvements project. (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623).

BACKGROUND AND SUMMARY:

On September 8, 2021, the City of Santa Fe received a Municipal Arterial Program Cooperative Agreement from NMDOT in the amount of \$124,444 for “Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements” at the intersection of Agua Fria Street and South Meadows Road approved via Resolution 2021-45. This is the first amendment to this Agreement, and it is for extension of term only and no additional funding. The request is necessary because the funding cannot be expended before the agreement expires on June 30, 2023. Two other NMDOT grant agreements for this project are also being extended in separate packets.

The project was delayed almost a year for right-of-way (ROW) acquisitions. Now, the City is applying for the five NMDOT required certifications (Environmental, ROW, Utility, ITS and Railroad) to move forward with construction which is scheduled to begin in June 2023.

The Agua Fria-South Meadows Intersection Improvements Project will upgrade the existing traffic signal, provide turning lanes, as well as add bicycle lanes and widen the sidewalks. In the 2014 Traffic Study conducted for this project, the intersection of South Meadows Road / Agua Fria Street was failing or near failing levels of service during both the A.M. and P.M. Peak Hours. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, connection to NM599/County Road 62 Interchange and rapid housing development in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

It is critical to maintain all funding for the project since remaining funding is just over \$2.5M and the construction cost estimate is \$2.5M. Project funding details are shown in Table 1 below.

Table 1. Agua Fria South Meadows Intersection Improvements Project Funding

Contract/ Control Nos.	Term Ending	Contract Amount	Project Expenditures		Balance		
			City Share	State Share	City Share	State Share	Total Remaining
D15154/C5150954	Fully expended	\$25,000	-	\$25,000	-	-	-
D17071/C5182663	Fully expended	\$100,000	-	\$100,000	-	-	-
D18260/C5193408	Fully expended	\$125,000	-	\$125,000	-	-	-
D17045/L500306	12/31/2023	\$587,667	\$85,169	\$255,628	\$61,748	\$185,122	\$246,870
D18363/L500383	6/30/2023	\$151,825	\$37,956	\$113,869	\$37,956	\$113,869	\$151,825
D18715/L500429	6/30/2023	\$216,000	\$54,000	\$162,000	\$54,000	\$162,000	\$216,000
D18964/HWL500473 (this Memo)	6/30/2023	\$124,444	\$31,111	\$93,333	\$31,111	\$93,333	\$124,444
D19006/L500444	12/31/2023	\$75,833	\$18,958	\$56,875	\$18,958	\$56,875	\$75,833
D19236/HW2LP50019	6/30/2025	\$1,700,000	\$85,000	\$1,615,000	\$85,000	\$1,615,000	\$1,700,000
Totals		\$3,105,769	\$312,194	\$2,546,705	\$288,773	\$2,226,199	\$2,514,972

ATTACHMENTS:

HWL500473 First Contract Amendment (Draft)
HWL500473 Original Contract with Resolution 2021-45
Procurement Checklist
Summary of Contracts



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: First Amendment to MAP Cooperative 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 04/10/2023

Department Rep Printed Name (attesting that all information included) Title Date

Romella Glorioso-Moss Contracts Supervisor Apr 14, 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.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202845

Contractor: NMDOT Municipal Arterial Program Cooperative Project Agreement (CN HWL500473)

Description: First Amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D18964 for HWL500473 "Agua Fria - South Meadows Intersection Improvements Project" from June 30, 2023 to June 30, 2024.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: Sept. 8, 2021 Term End Date: June 30, 2024

☒ Approved by Council Date: TBD

Contract / Lease: \$124,444

Amendment # 1 to the Original Contract / Lease # D18964

Increase/(Decrease) Amount \$ 0

Extend Termination Date to: June 30, 2024

☒ Approved by Council Date: TBD

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments) **Original contract terminates June 30, 2023 approved via Resolution 2021-45.**

3. Procurement History:

 Apr 14, 2023
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: Govt to Govt agreement.

4. Funding Source: ST 18330AT Org / Object: 3309980.572960

 Apr 13, 2023
Budget Officer Approval: _____ Date: _____
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: _____

GB PWD NMDOT 2022 MAP Cooperative Agreement (AF-SM L500473 Amendment #1) Term Extension

Final Audit Report

2023-04-12

Created:	2023-04-11
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJlcWxhit9VpECcuayDOvU-ULDmgarwn6

"GB PWD NMDOT 2022 MAP Cooperative Agreement (AF-SM L500473 Amendment #1) Term Extension" History

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

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

2023-04-12 - 0:10:26 AM GMT- IP address: 63.232.20.2

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

Signature Date: 2023-04-12 - 0:10:28 AM GMT - Time Source: server- IP address: 63.232.20.2

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GB PWD NMDOT 2022 MAP Cooperative Agreement (AF-SM L500473 Amendment #1)

Final Audit Report

2023-04-14

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By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA55_yR_TkfKvv_c1ouR2d3ApVb1MebH6r

"GB PWD NMDOT 2022 MAP Cooperative Agreement (AF-SM L500473 Amendment #1)" History



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23-0216 New Mexico Department of Transportation PWD GB


Final Audit Report


2023-05-15


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Status:	Signed
Transaction ID:	CBJCHBCAABAA2zbCcsrLILG33b3Wd2kwZ5W0slO9O9e5


"23-0216 New Mexico Department of Transportation PWD GB" History


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 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-05-12 - 11:35:00 PM GMT- IP address: 63.232.20.2


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