

<b>Contract No.</b>	<b>D18715/2</b>
<b>Vendor No.</b>	<b>54360</b>
<b>Control No.</b>	<b>L500429</b>

## SECOND AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

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. **D18715**, on **November 10, 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 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 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: *Alan Webber*

Date: . . . May 14, 2023 . . . . .

Name: . . . **Alan Webber** . . . . .

Title: . . . **Mayor** . . . . .

**ATTEST:**

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

Date: . . . May 15, 2023 . . . . .

**CITY ATTORNEY'S OFFICE:**

By: *Marcos Martinez*  
Marcos Martinez (Mar 31, 2023 10:07 MDT)  
Marcos Martinez, Senior Asst. City Atty.

Date: Mar 31, 2023

**APPROVED FOR FINANCE:**

By: *Emily K. Oster*  
Emily K. Oster (May 12, 2023 17:37 MDT)  
Emily Oster, Finance Department Director

Date: May 12, 2023

Contract No. 20-0458  
Vendor No. 0000054360  
Control No. L500429  
DOT Contract: D18715

**MUNICIPAL ARTERIAL PROGRAM  
COOPERATIVE 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 67-3-28.2 and the State Transportation Commission Policy No. 44-12, 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. L500429 ." 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. The estimated total cost for the Project is Two Hundred Sixteen Thousand Dollars and No Cents (**\$216,000**) to be funded in proportional share by the parties as follows:
1. Department's share shall be 75% \$162,000

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

2. The Public Entity's required proportional matching  
Share shall be 25% \$54,000  
For purpose stated above

3. Total Project Cost **\$216,000**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Sixteen Thousand Dollars and No Cents (**\$216,000**)
- 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.
- d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

### 3. The Department Shall:

Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

### 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. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
  1. Utility Certification;
  2. Drainage and storm drain design;
  3. Geotechnical design;
  4. Pavement design;
  5. Traffic design;
  6. Structural design;
  7. Environmental and archeological clearances Certification;
  8. Right-of-way maps and acquisition Certification;
  9. Hazardous substance/waste site(s) contamination investigations;
  10. Railroad Certification; and
  11. Intelligent Transportation System (ITS) Certification.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Attachment 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 **Attachment 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 "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.



- n. Within thirty (30) days of completion, furnish the Department's District 5. Office **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
- o. Within thirty (30) 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 Certifications 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 determining 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) 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. That 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, 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.

## **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) 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. 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 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, 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 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 altered, modified, or 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: *Justin Reese*  
Justin Reese (Nov 10, 2020 16:58 MST)  
Cabinet Secretary or Designee

Date: Nov 10, 2020

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

By: *Aaron Frankland, Deputy General Counsel*  
Aaron Frankland, Deputy General Counsel (Nov 10, 2020 16:53 MST)  
Assistant General Counsel

Date: Nov 10, 2020

**City of Santa Fe**

By: *[Signature]*

Date: Sep 16, 2020

Title: Mayor

Attest:

*Yolanda Y. Vigil*

GB Mtg 09/09/20

Yolanda Y. Vigil, City Clerk

*GC*  
GC

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*

Marcos Martinez (Aug 7, 2020 11:44 MDT)

Senior Assistant City Attorney

Approved for Finances:

*Mary McCoy*

Mary T. McCoy, Finance Director

## ATTACHMENT 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.

## ATTACHMENT 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 61023-32.
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.



## **ATTACHMENT 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. L500429

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 Attachment 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 Attachment 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:  \_\_\_\_\_

Mayor

Date: Sep 16, 2020

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Public Entity Clerk**

**GB Mtg 09/09/20**

  
GC

When completed, send Certification No. 1 to:

**District LGRF Coordinator**

**Department of Transportation**

**CERTIFICATION NO. 2**

**CERTIFICATION OF THE CONSTRUCTION PHASE**

**Control No. L500429**

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 Attachment A.
3. That all work in Control No. **L500429** 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: Sep 16, 2020

Mayor

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Public Entity Clerk** GB Mtg 09/09/20

  
GC

When completed, send Certification No. 2 to:

**District LGRF Coordinator, Department of Transportation**

## EXHIBIT B

## AS BUILT SUMMARY OF COSTS AND QUANTITIES

ENTITY: \_\_\_\_\_ CONTRACT No.: \_\_\_\_\_ CN: \_\_\_\_\_  
 PROJECT \_\_\_\_\_  
 No.: \_\_\_\_\_  
 TERMINI: \_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_

[illegible]

City of Santa Fe, New Mexico

memo

DATE: July 20, 2020

TO: Public Works & Utilities Committee, Finance Committees, &  
Governing Body

VIA: John Romero  
John Romero, PE, Acting Public Works Department Director

FROM: Tom Graham, AIA, Project Administrator

**ITEMS AND ISSUES:**

ITEM A.) CONSIDERATION OF RESOLUTION NO. 2020-\_\_\_\_, (COUNCILOR RIVERA AND COUNCILOR ABEYTA)

A RESOLUTION ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") IDENTIFIED AS CONTROL NUMBER L500429 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

ITEM B.) REQUEST FOR APPROVAL OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202084) WITH THE NMDOT IN THE AMOUNT OF \$216,000 FOR PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT

ITEM C.) REQUEST FOR APPROVAL OF BARTER TO BUDGET NMDOT GRANT FUNDING

**BACKGROUND & SUMMARY:**

The City of Santa Fe recently received a Municipal Arterial Program Cooperative Agreement from the New Mexico Department of Transportation (NMDOT) in the amount of \$216,000 for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements" at the intersection of Agua Fria Street and South Meadows Road.

Funding from this agreement is made available through the NMDOT's Fiscal Year 2020/2021 Municipal Arterial Program comprised of state Local Government Road

Funds. The attached Funding Cooperative Agreement grants a 75% state share of \$162,000 to the city and requires a 25% city match of \$54,000. The impact fees that have already been approved and budgeted for the project will be used for the City match requirements.

The project costs and budget are shown in the tables below:

<i><b>Project Funding Sources</b></i>		
<b>Source</b>	<b>Amount</b>	<b>Status</b>
NM State Capital Appropriation 2015	\$25,000	Reimbursement received February 2019
NM State Capital Appropriation 2018	\$100,000	Reimbursement received June 2019
NM State Capital Appropriation 2019	\$125,000	Funding agreement expected Fall 2019
NMDOT Municipal Arterial Program Funding 2019	\$440,750	Will be used for construction
NMDOT Municipal Arterial Program Funding 2020	\$113,869	Will be used for design or construction
NMDOT Municipal Arterial Program Funding 2021	\$162,000	Will be used for design or construction
City of Santa Fe Impact Fees - Evaluation and Design	\$200,000	Approved by City Council on August 8, 2018
City of Santa Fe Impact Fees - Construction	\$1,633,381 - \$2,033,381	Will be requested when project design is at 90%
<b>Total</b>	<b>\$2.8M to \$3.2M</b>	

<i><b>Project Cost Estimate</b></i>	
Design	\$550,000
Right-of-Way	\$100,000
Construction and Construction Management	\$2.2M – 2.6M (30% Deliverable)
<b>Total</b>	<b>\$2.85M - \$3.25M</b>

The engineering consultant, Santa Fe Engineering Consultants, provided the 60% deliverable in late June 2020. City staff are in the process of negotiating an amendment to the original PSA to add final design and bidding services. The Agua Fria/South Meadows improvements may be constructed during the summer 2021 or 2022, depending on ROW acquisition and coordination with the Agua Fria Street/Cottonwood Drive Intersection Improvements project.



#### **ITEM A**

The proposed resolution authorizes the acceptance of a MAP grant from the NMDOT for the planning, design, and construction of the intersection improvements at Agua Fria Street and South Meadows Road. The attached FIR the 25% City match. We are proposing to utilize Roadway Impact Fees for the match.

#### **ITEM B**

The agreement will provide \$162,000 of state funding with a 25% city match of \$54,000 for a total of \$216,000 to be used for the design and construction of intersection improvements at Agua Fria Street and South Meadows Road.

#### **ITEM C**

The proposed MAP grant award will provide \$216,000 of funding for the Agua Fria Street and South Meadows Road intersection improvements, consisting of \$162,000 of state funding and \$54,000 of city match. We are proposing to utilize Roadway Impact Fees for the match.

#### **RECOMMENDED ACTIONS:**

Staff recommends the following:

- Item A.) Approval of a resolution accepting the MAP Cooperative Grant (CN L500429) with NMDOT.
- Item B.) Approval of the Cooperative Project Agreement (CN L500429) with NMDOT.
- Item C.) Approval of BAR to budget funding in the amount of \$162,000.

Attachments: Resolution  
FIR  
Cooperative Project Agreement  
Summary of Contracts  
BAR



# City of Santa Fe New Mexico

## Memorandum



**Date:** April 11, 2023

**To:** Governing Body

**Via:** Regina Wheeler  
Regina Wheeler (Apr 13, 2023 09:52 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. 2 to a Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18715/2) 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](mailto:rsglorioso-moss@santafenm.gov), (505) 955-6623).

### BACKGROUND AND SUMMARY:

The City of Santa Fe received a FY2021 Municipal Arterial Program Cooperative Agreement from NMDOT in the amount of \$216,000 for “Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements” at the intersection of Agua Fria Street and South Meadows Road. This is the second amendment to this Agreement extending the term only with no additional funding. The first term amendment was approved via Resolution 2022-26. 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
<b>D18715/L500429 (this Memo)</b>	<b>6/30/2023</b>	<b>\$216,000</b>	<b>\$54,000</b>	<b>\$162,000</b>	<b>\$54,000</b>	<b>\$162,000</b>	<b>\$216,000</b>
D18964/HWL500473	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
<b>Totals</b>		<b>\$3,105,769</b>	<b>\$312,194</b>	<b>\$2,546,705</b>	<b>\$288,773</b>	<b>\$2,226,199</b>	<b>\$2,514,972</b>

**ATTACHMENTS:**

L500429 Second Contract Amendment (Draft)

L500429 Original Contract with Resolution 2020-36

L500429 First Contract Amendment with Resolution 2022-26

Procurement Checklist

Summary of Contracts



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department Of Transportation Municipal Arterial Program (MAP)

Procurement Title: 2020/2021 MAP Cooperative Project Agreement (CN L500429)

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 Tom Graham

### 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 checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	Other:

Tom Graham Project Administrator - July 27, 2020  
 Department Rep Printed Name (attesting that all information included) Title Date

  
 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 # 3202048

Contractor: NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500429)

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: \_\_\_\_\_ Term End Date: June 30, 2022

☐ Approved by Council Date: Pending

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**\$216,000.00 MAP Agreement for 2020/2021 terminates on June 30, 2022**

3. Procurement History: \_\_\_\_\_

*Frank Runaway*  
Frank Runaway (Aug 17, 2020 08:04 MDT)

Purchasing Officer Review:

Aug 17, 2020  
 Date:

Comment & Exceptions: N/A

4. Funding Source: 3309980 Project ST 18330AT Org / Object: 3309980.490150

*Alexis Lotero*  
Alexis Lotero (Aug 14, 2020 11:08 MDT)

Budget Officer Approval:

Aug 14, 2020  
 Date:

Comment & Exceptions: Additional Org /Object: 3309980.572960

Staff Contact who completed this form: Tom Graham Phone # 955-6654

Email: tmgraham@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**ACTION SHEET**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020**  
**FOR CITY COUNCIL MEETING OF 09/09/20**

d) Consideration of Resolution No. 2020-\_\_: A Resolution Accepting a Municipal Arterial Program ("MAP") Cooperative Grant from the New Mexico Department of Transportation ("NMDOT") Identified as Control Number L500383 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Councilors Rivera and Abeyta) (Tom Graham, ADA Coordinator, [tmgraham@santafenm.gov](mailto:tmgraham@santafenm.gov), 955-6654)

· Request Approval of a Municipal Arterial Program Cooperation Agreement (MUNIS Contract No. 3202084) with the NMDOT in the amount of \$216,000.00 for Planning, Design and Construction of CIP 853 C – Agua Fria and South Meadows Road Intersection Improvement Project

· Request for Approval of Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding

**COMMITTEE REVIEW**

Finance Committee (Scheduled)

08/31/2020

Governing Body (Scheduled)

09/09/2020

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS-**

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

<b>ACTION SHEET</b> <b>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020</b>			
<b>ISSUE NO. 8E</b>			
<p>Consideration of Resolution No. 2020-__ : A Resolution Accepting a Municipal Arterial Program ("MAP") Cooperative Grant from the New Mexico Department of Transportation ("NMDOT") Identified as Control Number L500383 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Councilors Rivera and Abeyta) (Tom Graham, ADA Coordinator, <a href="mailto:tmgraham@santafenm.gov">tmgraham@santafenm.gov</a>, 955-6654)</p>			
<ul style="list-style-type: none"> <li>· Request Approval of a Municipal Arterial Program Cooperation Agreement (MUNIS Contract No. 3202084) with the NMDOT in the amount of \$216,000.00 for Planning, Design and Construction of CIP 853 C – Agua Fria and South Meadows Road Intersection Improvement Project</li> <li>· Request for Approval of Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding</li> </ul>			
<b><u>COMMITTEE REVIEW</u></b>			
Finance Committee (Scheduled)		08/31/2020	
Governing Body (Scheduled)		09/09/2020	
<b>PUBLIC WORKS AND UTILITES COMMITTEE ACTION:</b> Approved on Consent Agenda to forward to 8/31/2020 Finance Committee			
<b>SPECIAL CONDITIONS OR AMENDMENTS:</b>			
<b>STAFF FOLLOW UP:</b>			
<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2020-<sup>36</sup>**

**INTRODUCED BY:**

Councilor Chris Rivcra

Councilor Roman "Tiger" Abeyta

**A RESOLUTION**

**ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT  
FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT")  
IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND  
CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD  
INTERSECTION IMPROVEMENTS.**

**WHEREAS**, the New Mexico Department of Transportation ("NMDOT") has sent out a call  
for applications for Municipal Arterial Program ("MAP") grant funds for FY 2021/2022; and

**WHEREAS**, an intersection improvement project for Agua Fria Street and South Meadows  
Road has been identified as a priority by the Santa Fe Metropolitan Planning Organization and placed  
in the Metropolitan Transportation Plan; and

**WHEREAS**, the City of Santa Fe ("City") has placed the intersection improvement project  
for Agua Fria Street/South Meadows Road Intersection ("Project") on the Capital Improvement Plan  
("CIP") for design and construction in FY 2017/2018 and 2018/2019 and 2019/2020; and

**WHEREAS**, the intersection improvement project for Agua Fria Street and South Meadows



1 Road has been placed on the Infrastructure Capital Improvements Plan ("ICIP") as a City wide  
2 priority for Legislative funding for FY 2018/2019; and

3 **WHEREAS**, the intersection of Agua Fria Street and South Meadows Road is experiencing  
4 delays associated with continued growth due to current development in the area; and

5 **WHEREAS**, future development will add to existing delays at the intersection; and

6 **WHEREAS**, the City received \$25,000.00 in capital outlay funding from the 2015  
7 Legislature for design, right-of-way acquisition, and construction; and

8 **WHEREAS**, the City received \$100,000.00 in capital outlay funding from the 2018  
9 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the  
10 intersection of Agua Fria Street and South Meadows Road; and

11 **WHEREAS**, the City received \$125,000.00 in capital outlay funding from the 2019  
12 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South  
13 Meadows Road; and

14 **WHEREAS**, in FY 2019/2020 the City received \$440,750.00 through the NMDOT  
15 Municipal Arterial Program (MAP) grant program requiring a City match of \$146,917.00 for a total  
16 grant agreement amount of \$587,667.00; and

17 **WHEREAS**, the City applied and received funds for the Project through the MAP  
18 administered by the NMDOT; and

19 **WHEREAS**, the MAP cooperative agreement require a 25% local match; and

20 **WHEREAS**, in FY 2019/2020 the City received the City received \$113,869.00 through the  
21 NMDOT MAP grant program requiring a City match of \$37,956.00 for a total grant agreement  
22 amount of \$151,825.00; and

23 **WHEREAS**, in FY 2020/2021 the City received \$162,000.00 through the NMDOT MAP  
24 grant program requiring a City match of \$54,000.00 for a total grant agreement amount of  
25 \$216,000.00.

1       **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
2       **CITY OF SANTA FE** that the Governing Body supports the \$216,000.00 Project MAP award  
3       through the NMDOT.

4       **AND BE IT FURTHER RESOLVED** that the City of Santa Fe accepts responsibility for  
5       the Project; assumes the lead role in design development and construction of the Project; agrees to the  
6       terms, conditions, and certification and reporting requirements of the MAP cooperative project  
7       agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities  
8       related to the completion of the Project.

9       PASSED, APPROVED, and ADOPTED this <sup>9</sup>\_\_\_ day of <sup>September</sup>\_\_\_\_\_, 2020.

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ALAN WEBBER, MAYOR

14       **ATTEST:**

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17       **YOLANDA Y. VIGIL, CITY CLERK**

GB Mtg 09/09/20

18       **APPROVED AS TO FORM:**

GC  
GC

19

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21       **ERIN K. MCSHERRY, CITY ATTORNEY**

22

23

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25       *Legislation 2020/Resolutions South Meadows Intersection MAP Grant Acceptance*

**FISCAL IMPACT REPORT****General Information:**(Check) Bill: \_\_\_\_\_ Resolution:   X  Short Title(s): South Meadows Intersection MAP Grant AcceptanceSponsor(s): Councilors Rivera and AbevtReviewing Department(s): Public Works DepartmentStaff Completing FIR: Tom Graham Date: 7/31/2020 Phone: (505) 955-6654Reviewed by City Attorney: Date: Aug 13, 2020Reviewed by Finance Director: Date: Aug 13, 2020**Summary:****This Resolution is to confirm the City's intent to administer the NMDOT Municipal Arterial Program grant funding for the planning, design, and construction of improvements to the Agua Fria St. and South Meadows Road intersection.****Departments Affected:**Public Works**Consequences of Not Enacting Legislation:****Additional funding sources will have to be used to fully fund the project and there may be a delay to designing and constructing the much needed improvements.****Conflict, Duplication, Companionship, or Relationship to Other Legislation:**None identified.**Performance and Administrative Implications:****The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.****Fiscal Implications:****In order to receive the \$162,000 additional MAP Funds for this project, we must match 25% or \$40,000 which are planned to be using Impact Fees.****Fiscal Impact**           Check here if no fiscal impact

### Expenditures

Expenditure Type	FYE 2021	FYE	FYE	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$	\$	\$				
Capital Outlay	\$	\$	\$				
Contractual	\$ 54,000	\$	\$		NR	Impact Fees	
Professional Services							
Operating	\$	\$	\$				\$
Total:	\$ 54,000	\$	\$				\$ 54,000

\* This includes all staff time associated with executing the job functions of the proposed legislation.

### Expenditure Narrative:

The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

### Revenue

Revenue Type	FYE 2021	FYE	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$	\$	\$		
Special Revenue	\$	\$	\$		
C P	\$	\$	\$		
Enterprise	\$	\$	\$		
Internal Service	\$	\$	\$		
Trust and Agency	\$	\$	\$		
Federal	\$	\$	\$		
MAP Grant	\$ 162,000	\$	\$	NR	
Total	\$ 162,000	\$	\$		330

### Revenue Narrative:

The City received \$162,000 from the NMDOT MAP Grant program, which requires the \$54,000 match noted above.

**Signature:** Geralyn Cardenas  
Geralyn Cardenas (Sep 16, 2020 13:59 MDT)

**Email:** gfcardenas@santafenm.gov


# GB PWD ENGR 20-0458 NMDOT


Final Audit Report


2020-10-19


Created:	2020-10-16
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATm6XjoIVT5a2FL703MR9byQtvhHEgNeU


## "GB PWD ENGR 20-0458 NMDOT" History

 Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-10-16 - 9:43:33 PM GMT- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature  
2020-10-16 - 9:47:23 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)  
2020-10-19 - 3:16:53 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)  
Signature Date: 2020-10-19 - 3:17:29 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.  
2020-10-19 - 3:17:29 PM GMT









# L500429 City of Santa Fe

Final Audit Report

2020-11-10

Created:	2020-11-04
By:	Clarissa Martinez (Clarissa.Martinez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQIyzVvozpfE8AsdNZT714ysEKci6O-02

## "L500429 City of Santa Fe" History

-  Document created by Clarissa Martinez (Clarissa.Martinez@state.nm.us)  
2020-11-04 - 10:45:58 PM GMT- IP address: 76.127.3.135
-  Document emailed to Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us) for signature  
2020-11-04 - 10:47:43 PM GMT
-  Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)  
2020-11-10 - 11:50:40 PM GMT- IP address: 205.139.111.13
-  Document e-signed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)  
Signature Date: 2020-11-10 - 11:53:19 PM GMT - Time Source: server- IP address: 67.164.151.167
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature  
2020-11-10 - 11:53:23 PM GMT
-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)  
2020-11-10 - 11:58:12 PM GMT- IP address: 207.211.31.13
-  Document e-signed by Justin Reese (Justin.Reese@state.nm.us)  
Signature Date: 2020-11-10 - 11:58:50 PM GMT - Time Source: server- IP address: 174.237.5.183
-  Agreement completed.  
2020-11-10 - 11:58:50 PM GMT

Contract No.	<u>D18715/1</u>
Vendor No.	<u>54360</u>
Control No.	<u>L500429</u>
	<u> </u>

**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. **D18715**, on **November 10, 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 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 **6/30/2023**. 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.

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:  Date: 6/7/2022  
Cabinet Secretary or Designee

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

By:  Date: 6/7/2022  
Assistant General Counsel

**City of Santa Fe**

By:  Date: May 27, 2022

Name/Title: Alan Webber, Mayor

ATTEST:

By:  Date: May 27, 2022  
Kristine Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

By:  Date: Apr 1, 2022  
Senior Assistant City Attorney

APPROVED FOR FINANCES:

By:  Date: May 27, 2022  
Alexis Lotero (May 27, 2022 10:46 MDT)  
Alexis Lotero, Interim Finance Director

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-26**

**INTRODUCED BY:**

Councilor Chris Rivera

Councilor Lee Garcia

**A RESOLUTION**

**APPROVING AMENDMENT NO. 1 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500429 GRANTING A TIME EXTENSION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.**

**WHEREAS**, the City of Santa Fe (“City”) and the New Mexico Department of Transportation (“NMDOT”) entered into an Agreement, Contract No. D18715, on November 10, 2020 for \$216,000 to plan, design and construct the intersection improvements at Agua Fria-South Meadows; and

**WHEREAS**, the contract’s original termination date was June 30, 2022 via Resolution No. 2020-40; and

**WHEREAS**, the proposed amendment extends the agreement until June 30, 2023; and

**WHEREAS**, extending the term of this agreement is necessary to complete design and NMDOT certifications required for construction; and

1           **WHEREAS**, moving forward with constructing this project remains a priority for the City to  
2 alleviate traffic delays and improve safety at this intersection; and

3           **WHEREAS**, this project is fully funded for construction.

4           **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
5 **CITY OF SANTA FE** that the Governing Body supports extending the term of Contract No. D18715  
6 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 the  
9 terms, conditions, and certification and reporting requirements of the MAP cooperative project  
10 agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities  
11 related to the completion of the Project.

12           PASSED, APPROVED, and ADOPTED this 25th day of May, 2022.

13  
14  
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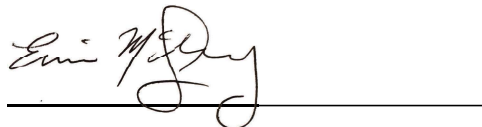
16 ALAN WEBBER, MAYOR

17 ATTEST:

18  
19 

20 KRISTINE MIHELIC, CITY CLERK

21 APPROVED AS TO FORM:

22  
23 

24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2022/Resolutions/2022-26 Agua Fria South Meadows MAP 1 Grant Acceptance*



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Second 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:

<u>Romella Glorioso-Moss</u>	<u>Capital Projects Manager</u>	<u>04/10/2023</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
	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 # 3204020

Contractor: NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500429)

Description: Second Amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D18715/2 for L500429 "Agua Fria - South Meadows Intersection Improvements Project" from June 30, 2023 to June 30, 2024.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: Nov. 10, 2020 Term End Date: June 30, 2024

☒ Approved by Council Date: TBD

**Contract / Lease: \$216,000**

Amendment # 2 to the Original Contract / Lease # D18715/2

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, 2022 approved via Resolution 2020-36.**

**First Amendment extending term from June 30, 2022 to June 30, 2023 approved via Resolution 2022-26.**

#### 3. Procurement History:

 Apr 14, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment & Exceptions: Extending term

#### 4. Funding Source: CIP Streets - ST 18330AT Org / Object: 3309980.572960

 Apr 14, 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 MAP Cooperative Agreement (Agua Fria - South Meadows L500429)

Final Audit Report

2023-04-13

Created:	2023-04-11
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuh30IPaV_E8da3LC0t0s2pn4U89dXilj

## "GB PWD NMDOT MAP Cooperative Agreement (Agua Fria - South Meadows L500429)" History

-  Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)  
2023-04-11 - 3:07:45 PM GMT- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature  
2023-04-11 - 3:18:31 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2023-04-12 - 0:16:55 AM GMT- IP address: 104.47.65.254
-  Email viewed by rawheeler@santafenm.gov  
2023-04-13 - 3:43:13 PM GMT- IP address: 104.47.64.254
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2023-04-13 - 3:52:21 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2023-04-13 - 3:52:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2023-04-13 - 3:52:23 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.











# 23-0217 New Mexico Department of Transportation PWD GB


Final Audit Report

2023-05-15


Created:	2023-05-11
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfrKpYKE9HteHZH7SPprfUO1Qv0bHXfim

## "23-0217 New Mexico Department of Transportation PWD GB" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-05-11 - 3:48:37 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-05-11 - 3:50:21 PM GMT
-  Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered  
2023-05-11 - 3:50:25 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-05-12 - 11:35:17 PM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-05-12 - 11:37:16 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-05-12 - 11:37:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2023-05-12 - 11:37:20 PM GMT
-  Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered  
2023-05-12 - 11:37:30 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2023-05-13 - 0:13:11 AM GMT- IP address: 104.28.55.232
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2023-05-14 - 3:54:03 PM GMT - Time Source: server- IP address: 98.230.203.228

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-05-14 - 3:54:06 PM GMT

 Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered

2023-05-14 - 3:54:15 PM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-05-15 - 3:47:32 PM GMT- IP address: 104.47.64.254

 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-05-15 - 3:47:55 PM GMT - Time Source: server- IP address: 65.140.34.11

 Agreement completed.

2023-05-15 - 3:47:55 PM GMT