

Contract No.	D18363/3
Vendor No.	54360
Control No.	L500383

THIRD AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This **Third 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. **D18363**, on **October 18, 2019**; 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 Third and FINAL 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: AW _____

Date: May 14, 2023

Name: Alan Webber

Title: Mayor

ATTEST:

By: Kristen Miller _____
City Clerk *XIV*
GB MTG 05/10/2023

Date: May 15, 2023

CITY ATTORNEY'S OFFICE:

By: Marcos Martinez _____
Marcos Martinez (Mar 31, 2023 10:05 MDT)
Marcos Martinez, Senior Asst. City Attorney

Date: Mar 31, 2023

APPROVED FOR FINANCE:

By: Emily K. Oster _____
Emily K. Oster (May 12, 2023 17:41 MDT)
Emily Oster, Finance Director

Date: May 12, 2023

ITEM # 19-0787

Contract No. 19313
Vendor No. 00010054360
Control No. L500383

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. L500383 ." 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 One Hundred Fifty One Thousand Eight Hundred Twenty Five Dollars and Thirty Three Cents (**\$151,825**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$113,869

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

2. The Public Entity's required proportional matching
Share shall be 25% \$37,956
For purpose stated above

3. Total Project Cost **\$151,825**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Fifty One Thousand Eight Hundred Twenty Five Dollars and Thirty Three Cents (**\$151,825**)
- 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, 2021. 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.

Contract No.	D18363/1
Vendor No.	54360
Control No.	L500383

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. **D18363**, on **October 18, 2019**; 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 **6/30/2022**. 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.

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: Justin Reese
Justin Reese (Jun 8, 2021 11:32 MDT)
Cabinet Secretary or Designee

Date: Jun 8, 2021

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

By: Judith E. Pazur
Assistant General Counsel

Date: Jun 8, 2021
.....

City of Santa Fe

By: [Signature]

Date: May 19, 2021

Name: _____

Title: _____

ATTEST:

By: Kristine Mmelcic
Kristine Mmelcic (May 19, 2021 15:06 MDT)
City Clerk

Date: May 19, 2021

GB Mtg 04/28/2021

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Apr 8, 2021 10:14 MDT)

Senior Assistant City Attorney

GC

Approved for Finances:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 17, 2021 15:23 MDT)
Finance Director

Contract No.	D18363/2
Vendor No.	54360
Control No.	L500383

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. **D18363**, on **October 18, 2019**; 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 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: 
7086F2D96F72462
Cabinet Secretary or Designee

Date: • • 6/7/2022 • • • • •

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

By: 
4292330424D74A11
Assistant General Counsel

Date: • • 6/7/2022 • • • • •

City of Santa Fe

By: 

Date: May 27, 2022

Name/Title: Alan Webber, Mayor

ATTEST:

By: 
Kristine Bustos-Mihelcic, City Clerk


Date: • • May 27, 2022 • • • • •

CITY ATTORNEY'S OFFICE:

By: 
Senior Assistant City Attorney

Date: • • Apr 1, 2022 • • • • •

APPROVED FOR FINANCES:

By: 
Alexis Lotero (May 27, 2022 10:48 MDT)
Alexis Lotero, Interim Finance Director

Date: • • May 27, 2022 • • • • •



City of Santa Fe New Mexico

Memorandum



Date: April 14, 2023

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 14, 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. 3 to a Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18363) 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:

The City of Santa Fe received a FY2019/2020 Municipal Arterial Program Cooperative Agreement from NMDOT in the amount of \$151,825 for “Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements” at the intersection of Agua Fria Street and South Meadows Road. The term of this Agreement was amended twice via Resolution 2021-24 and 2022-28. This term amendment would be the third and final amendment to this Agreement. This amendment is for extension of Agreement 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 (this Memo)	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	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:

L500383 Third and Final Contract Amendment (Draft)

L500383 Original Contract with Resolution 2019-50

L500383 First Contract Amendment with Resolution 2021-24

L500383 Second Contract Amendment with Resolution 2022-28

Procurement Checklist

Summary of Contracts



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Third and Final 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 04/06/2023

Department Rep Printed Name (attesting that all information included) Contracts Supervisor Title Apr 14, 2023 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 # 3200842

Contractor: NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500383)

Description: Third and final amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D18363/2 for L500383 "Agua Fria - South Meadows Intersection Improvements Project" from June 30, 2023 to June 30, 2024.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: Oct. 18, 2019 Term End Date: June 30, 2024

☒ Approved by Council Date: TBD

Contract / Lease: \$151,825.00

Amendment # 1 to the Original Contract / Lease # D18363

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, 2021 approved via Resolution 2019-50.

First Amendment extending term from June 30, 2021 to June 30, 2022 approved via Resolution 2021-24.

Second Amendment extending term from June 30, 2022 to June 30, 2023 approved via Resolution 2022-28.

3. **Procurement History:**

Purchasing Officer Review:

Apr 14, 2023

Date:

Comment & Exceptions: extend term only

4. **Funding Source:** CIP Streets - WIP Design

Org / Object: 3309980.572960

Budget Officer Approval:

Apr 14, 2023

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 (AF-SM L500383)

Final Audit Report

2023-04-14

Created:	2023-04-14
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe,nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFGpOqT0ZNjISStSOz9mTSjUtaC40o3beS

"GB PWD NMDOT MAP Cooperative Agreement (AF-SM L500383)" History

-  Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe,nm.us)
2023-04-14 - 2:52:07 PM GMT- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature
2023-04-14 - 2:54:36 PM GMT
-  Email viewed by rawheeler@santafenm.gov
2023-04-14 - 4:09:42 PM GMT- IP address: 104.47.64.254
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-14 - 4:10:02 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-14 - 4:10:04 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2023-04-14 - 4:10:04 PM GMT

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



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23-0218 Nww 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)
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