



City of Santa Fe, New Mexico



Date: January 23, 2024

To: John Blair, City Manager

Via: *Regina Wheeler*
Regina Wheeler (Jan 23, 2024 15:35 MST)
Regina Wheeler, Public Works Department Director

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

ACTION:

Request for Approval of Amendment No. 2 to Item #20-0042 with New Mexico Department of Transportation (S100470) to Extend the Term through June 30, 2025 with No Corresponding Change in Cost. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY

In October of last year, the City requested NMDOT to extend the termination date of contract item # 20-0042 to design the St. Michael's Drive– Rail Trail Underpass Project which is expiring on January 25, 2024. We received the amended contract this morning for City approval and needed to be returned to NMDOT for execution no later than January 24, 2024. At stake is the project design funding of \$1.2 M. Since the deadline for accepting the contract amendment occurs before the deadline to include the agreement on the Governing Body's next regularly scheduled meeting on January 31st, Staff is requesting the City Manager to approve the contract amendments via SFCC 2-4.6.B.

PROCUREMENT METHOD:

This funding is exempt from the New Mexico Procurement Code.

CONTRACT NUMBER:

The FY24 Munis contract number is 3201473.

FUNDING SOURCE: NM DOT S100470

Fund Name/Number: Streets CIP / 330

Munis Org Name/Number: Streets/Roadways / 3309980

Munis Object Name/Number: NM DOT / 490210

Project ID: ENG18330E

ACTION REQUESTED:

Public Works Department respectfully requests your review and approval.

ATTACHMENTS:

Second Amendment to Cooperative Project Agreement – Design Work

Original S100470 Cooperative Project Agreement – Design

First Amendment S100470 Cooperative Project Agreement - Design

Summary of Contract

Halona Crowe

Reviewed by Halona Crowe

Contract No.:	
Vendor No.:	0000054360
Control No.:	S100470
CFDA No:	20.205- Highway Planning & Construction

**SECOND AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK**

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

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on 02/28/2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency 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 Local Agency agree as follows:

1. **Section 4, Term**, is deleted and replaced with the following:

Term.

This Agreement is effective on **02/28/2020**. This Agreement terminates on **06/30/2025**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

2. **Exhibit A** is deleted and replaced with the attached Exhibit A.

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.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

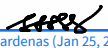
Reviewed and approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:  _____ Date: 1/18/2024
Assistant General Counsel

City of Santa Fe

By: John Blair _____ Date: Jan 24, 2024
John Blair (Jan 24, 2024 17:36 CST)
John Blair, City Manager, signed pursuant to SFCC 11-4(F)(2)

ATTEST

By:  _____ Date: Jan 25, 2024
GERALYN CARDENAS (Jan 25, 2024 08:45 MST)
Geraldyn Cardenas, Interim City Clerk
XIV

Approved as to form and legal sufficiency by the City's Attorney's Office.

By: Marcos Martinez _____ Date: Jan 22, 2024
Marcos Martinez (Jan 22, 2024 13:41 MST)
Senior Assistant City Attorney

Approved for finances.

By: Emily K. Oster _____ Date: Jan 24, 2024
Emily K. Oster (Jan 24, 2024 16:21 MST)
Finance Director

EXHIBIT A**2 CFR 200.331 Requirements****Federal Award Identification.**

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (UEI);	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 06/30/2025.
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$949,497
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

NEW MEXICO Department of Transportation
AGREEMENT REQUEST FORM (ARF)

Control No. S100470

New Agreement _____

Amendment #2

Tribal/Local Public Agency (T/LPA) City of Santa Fe

Address P.O. Box 909, 200 Lincoln Avenue, Santa Fe, NM 87504-0909

Contact Person Romella Glorioso-Moss Title Project Administrator, Senior

Phone (505) 955-6623 Email rsglorioso-moss@santafenm.gov

T/LPA DUNS Number: QLN2YKMMJ8X6

Who Executes agreement at T/LPA (Mayor, Governor, Chairman): Mayor

Termini/ Project Description will be pulled directly from STIP database.

STIP YEAR (Design) 2020/2021

PROPOSED WORK /PHASE (PER STIP)

FUNDING SOURCE	DESIGN	RIGHT OF WAY	UTILITY
Federal Funds	\$ 864,297.00	\$ 85,200.00	\$
State Funds	\$ 68,977.00	\$ 9,467.00	\$
Local Match	\$ 41,496.00	\$	\$
Soft Match	\$	\$	\$
Other	\$	\$	\$
TOTAL AMOUNT OF DESIGN AGREEMENT	\$ 1,069,437.00		

Anticipated Begin Date Project has begun in 2021 Anticipated End Date June 30, 2025

What month will this project be ready to authorize Federal Funds? N/A

You must also submit a estimated graphical project timeline (e.g., Microsoft Project, Primavera, Critical Path or Gantt chart) that provides the projected completion dates for applicable certifications for construction, right of way and design phases.

Additional Information: Please see updated project schedule attached as Exhibit C.

T/LPA Authorized Signature Romella Glorioso-Moss Date 11/01/2023

Region T/LPA Authorized Signature [Signature] Date 11/17/23

District T/LPA Authorized Signature James Mexia Date 11/17/23

CLE T/LPA Authorized Signature [Signature] Date 11/20/23

By signing this Agreement Request Form, representatives are certifying the Project End Date for the requested project is true and accurate based on project scope. The Project End Date will be entered into FMIS as mandated per 2 CFR 200.309.

A project agreement **WILL NOT** be processed until this ARF is received and has all signatures.

T/LPA must submit completed Agreement Request Form and estimated project timeline to your T/LPA Region Coordinator for review.

ALL Transportation Improvement Program, 24-00 Adoption 2024-2028

1 Projects Listed

<i>NMDOT ID</i>	S100470	<i>MPO/TIP</i>	SFM 24-00	<i>Local ID</i>	9015.17	<i>Total Cost</i>	\$4,984,999
<i>Lead Agency</i>	City of Santa Fe	<i>Contact</i>	City of Santa Fe 000-0000	<i>NMDOT</i>	District District 5	<i>County</i>	Santa Fe
<i>Project Type</i>	Safety (21)	<i>Air Quality</i>		<i>TCM</i>		<i>Construction</i>	2024 start
<i>Project Name</i>	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass						
<i>Project Limits</i>	Point location at Milepost 1						
<i>Description</i>	T/LPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING: DESIGN AND CONSTRUCT A TRAIL UNDERPASS						

Phase	Fund Source	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Future	Total
PE	CMAQ - FLEX (CQX)	\$243,503	-	-	-	-	-	-	\$243,503
PE	HWY SAFETY IMPROV PROG (HSIP)	\$620,794	-	-	-	-	-	-	\$620,794
PE	LOCAL GENERAL FUNDS (LGF)	\$41,496	-	-	-	-	-	-	\$41,496
PE	ROAD FUND (RF)	\$68,977	-	-	-	-	-	-	\$68,977
	<i>Total Preliminary Engineering</i>	\$974,770	-	-	-	-	-	-	\$974,770
ROW	HWY SAFETY IMPROV PROG (HSIP)	\$85,200	-	-	-	-	-	-	\$85,200
ROW	ROAD FUND (RF)	\$9,467	-	-	-	-	-	-	\$9,467
	<i>Total Right of Way</i>	\$94,667	-	-	-	-	-	-	\$94,667
CON	HWY SAFETY IMPROV PROG (HSIP)	-	\$3,524,006	-	-	-	-	-	\$3,524,006
CON	ROAD FUND (RF)	-	\$391,556	-	-	-	-	-	\$391,556
	<i>Total Construction</i>	-	\$3,915,562	-	-	-	-	-	\$3,915,562
	<i>Total Programmed</i>	\$1,069,437	\$3,915,562	-	-	-	-	-	\$4,984,999

*Map Has Not Been Marked

Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
16-08 Amendment 2016-2020	09/29/2017	09/29/2017	09/29/2017	N/A
18-05 Amendment 2018-2022	11/29/2018	12/17/2018	04/04/2019	N/A
18-14.1 Amendment 2018-2022	03/01/2019	03/18/2019	N/A	N/A
18-21.1 Amendment 2018-2022	09/09/2019	09/11/2019	N/A	N/A
20-00 Adoption 2020-2024	07/25/2019	8/27/19	9/19/19	8/27/19
20-04.1 Amendment 2020-2024	03/03/2020	03/05/2020	N/A	N/A
20-20.1 Amendment 2020-2024	06/30/2021	07/09/2021	N/A	N/A
20-23.1 Amendment 2020-2024	10/01/2021	10/01/2021	N/A	N/A
22-00 Adoption 2022-2026	08/26/2021	08/30/2021	09/24/2021	09/27/2021
22-00.1 Adoption 2022-2026	11/01/2021	11/02/2021	N/A	N/A
24-00 Adoption 2024-2028	08/24/2023	08/28/2023	09/26/2023	10/10/2023

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Carry Over Project

Project Change(s):
Changed Exempt Category
- from ", , , , , , " to ", , , , , , , , , , "

Funding Change(s):

Total project cost stays the same \$4,984,999

Certificate Of Completion

Envelope Id: 1898DB213A094851A6AB8A56D995ABAD

Status: Completed

Subject: Complete with DocuSign: 2023-12-05_CN S100470 DESIGN AMENDMENT #2.pdf, D18446-1 CN S100470 EXEC...

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Yvette Chavez

AutoNav: Enabled

1120 Cerrillos Rd.

Envelope Stamping: Enabled

Santa Fe, NM 87505

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Yvette.Chavez1@dot.nm.gov

IP Address: 164.64.74.20

Record Tracking

Status: Original

Holder: Yvette Chavez

Location: DocuSign

1/10/2024 2:02:22 PM

Yvette.Chavez1@dot.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Transportation

Location: DocuSign

Signer Events**Signature****Timestamp**

Aaron Frankland

DocuSigned by:


 3B493BD37F8C44A...

Sent: 1/10/2024 2:05:01 PM

Aaron.Frankland@dot.nm.gov

Viewed: 1/18/2024 6:55:29 PM

Deputy General Counsel

Signed: 1/18/2024 6:57:16 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 164.64.74.20

Electronic Record and Signature Disclosure:

Accepted: 5/9/2022 10:41:52 AM

ID: 6881fa21-c543-476d-a536-83e96b26b21a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/10/2024 2:05:01 PM

Certified Delivered

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1/18/2024 6:55:29 PM

Signing Complete

Security Checked

1/18/2024 6:57:16 PM

Completed

Security Checked

1/18/2024 6:57:16 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: daniel.garcia5@state.nm.us

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at daniel.garcia5@state.nm.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

Contract No.:

Vendor No.:

Control No.:

ITEM # 20-0042
D18446
000054360
S100470

COOPERATIVE PROJECT AGREEMENT – DESIGN

The New Mexico Department of Transportation (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100470 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND(CMAQ) Funds**

Department's 85.44% share \$243,503

St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost

1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100470.)

2. **City's matching 14.56% share** \$41,496

For the purpose stated above.

3. **The Total Project Funding for Design Work** \$284,999

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.

2. An audit determines an overpayment or federal funds were used for ineligible cost items.

3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.

4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

- a. Title 23, U.S. Code Highways and its associated regulations
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
- c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
- d. 49 CFR Part 20, Lobbying Certification
- e. The Department's policies and standards
- f. The current Tribal/Local Government Handbook located at:
http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
- g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. 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. This Agreement terminates on 3/31/2022. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

- a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
- b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
- c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
- d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.

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

11. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator

Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-660-3541
E-mail: sharonr.cruz@state.nm.us

District T/LPA Coordinator

Paul Brasher
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-469-2194
E-mail: paul.brasher@state.nm.us

Construction Liaison Engineer

Sherman Peterson
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: sherman.peterson@state.nm.us

Local Agency

John Romero
Engineer Supervisor
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6672
E-mail: jjromero1@ci.santa-fe.nm.us

12. Amendment.

The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: [Signature] Date: 2/28/20
Cabinet Secretary or Designee

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

By: [Signature] Date: 10-31-19
Assistant General Counsel

CITY OF SANTA FE

By: [Signature] Date: 2/3/20
Mayor

ATTEST

By: [Signature] Date: 2-4-20
CITY OF SANTA FE Clerk
ccmtg 1/29/20

Approved as to form and legal sufficiency by the City's Attorney

By: [Signature] Date: 11/12/19
CITY OF SANTA FE Attorney

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APPROVED:



MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: 1/30/20 _____

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 3/31/2022 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$243,503
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit

23 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).

The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over \$25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews:** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees:** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

- a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
- b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

Contract No.:	D18446/1
Vendor No.:	0000054360
Control No.:	S100470
CFDA No:	20.205- Highway Planning & Construction

FIRST AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

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

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on February 28, 2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to modify funding; and,

Whereas, the Department and the Local Agency 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 Local Agency agree as follows:

1. **Section 1, Project Funding and Description**, is deleted and replaced by the following:

1. **Funding and Project Description.**

- a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds**
Department's 85.44% share \$243,503
St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
 2. **City's matching 14.56% share** \$41,496
For the purpose stated above.
 3. **The Total Project Funding for DesignWork** \$284,999

4. <u>FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds</u>	
<u>Department's 90% share</u>	\$620,794
St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)	
5. <u>State's matching 10% share</u>	\$68,977
For the purpose stated above.	
6. <u>The Total Project Funding for DesignWork</u>	\$689,771
7. <u>FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds</u>	
<u>Department's 90% share</u>	\$85,200
Right of Way St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)	
8. <u>State's matching 10% share</u>	\$9,467
For the purpose stated above.	
9. <u>The Total Project Funding for DesignWork</u>	\$ 94,667
10. <u>The total Project Funding</u>	\$ 1,069,437

2. Section 4, Term, is deleted and replaced with the following:

4. Term.

This Agreement is effective on February 28, 2020. This Agreement terminates on **01/25/2024**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

3. Exhibit A is deleted and replaced with the attached Exhibit A.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese
Justin Reese (Sep 27, 2021 12:00 MDT)
Cabinet Secretary or Designee

Date: Sep 27, 2021

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

By: Craig C Kling
Craig C Kling (Sep 16, 2021 16:28 MDT)
Assistant General Counsel

Date: Sep 16, 2021

City of Santa Fe

By: [Signature]

Date: 9/17/2021

ATTEST

By: [Signature]
CITY OF SANTA FE Clerk

Date: 9/17/2021

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez
Marcos Martinez (Sep 17, 2021 07:57 MDT)
Attorney

Date: Sep 17, 2021

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2 CFR 200.331 Requirements

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(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 1/25/2024 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$949,497
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
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(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
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(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

New Mexico Department of Transportation
AGREEMENT REQUEST FORM (ARF)

Control No. S100470

New Agreement

Amendment # 2

Tribal/Local Public Agency (T/LPA) City of Santa Fe

Address P.O. Box 909, 500 Market St., Suite 200, Santa Fe, NM 87504-0909

Contact Person Romella Glorioso-Moss Title Senior Project Administrator

Phone (505) 955-6623 Email rsglorioso-moss@santafenm.gov

060420818

T/LPA DUNS Number: 003420010

Who Executes agreement at T/LPA (Mayor, Governor, Chairman): Mayor

Termini/ Project Description will be pulled directly from STIP database.

STIP YEAR (Design) 2020/2021

PROPOSED WORK /

FUNDING SOURCE	DESIGN	RIGHT OF WAY
Federal Funds	\$ 933,274.00	\$ 94,656.00
State Funds	\$ 68,977.00	\$ 9,466.00
Local Match	\$ 41,496.00	\$
Soft Match	\$	\$
Other	\$	\$
TOTAL AMOUNT OF		

CMAD	\$ 24,150.00	DES
MATCH	\$ 41,496.00	
	\$ 734,999.00	
MSRP	\$ 620,794.00	DES
STATE	\$ 68,977.00	
	\$ 889,771.00	
MSRP	\$ 95,300.00	ROW
ST MATCH	\$ 1,462.00	
	\$ 94,667.00	
TOTAL	\$1,080,437.00	

Anticipated Begin Date 11/01/2021 Anticipated End Date 01/25/2024

What month will this project be ready to authorize Federal Funds? June 2022

You must also submit a estimated graphical project timeline (e.g., Microsoft Project, Primavera, Critical Path or Gantt chart) that provides the projected completion dates for applicable certifications for construction, right of way and design phases.

Additional Information: The original start date was delayed due to the delay in issuing the RFP. The above dates starts with the issuance of the NTP. We are on schedule. The contract will be approved by Council on Aug. 28, 2021. The PO will be approved in Sept/Oct.

T/LPA Authorized Signature Romella Glorioso-Moss Date 08/10/2021

Region T/LPA Authorized Signature Marceline Mancoske Date 9/13/2021

District T/LPA Authorized Signature James Mayes Date

CLE T/LPA Authorized Signature Audi Ford Date 9/14/21

By signing this Agreement Request Form, representatives are certifying the Project End Date for the requested project is true and accurate based on project scope. The Project End Date will be entered into FMIS as mandated per 2 CFR 200.309.

A project agreement **WILL NOT** be processed until this ARF is received and has all signatures.

T/LPA must submit completed Agreement Request Form and estimated project timeline to your T/LPA Region Coordinator for review.

TOTAL	\$ 1,069,437.00
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	DESIGN
FF	\$ 864,297.00
CITY	\$ 41,496.00
STATE	<u>\$ 68,977.00</u>
	\$ 974,770.00
	ROW
FF	\$ 85,200.00
STATE	<u>\$ 9,467.00</u>
	\$ 94,667.00
TOTAL	\$ 1,069,437.00

689,771.00
76,641.22

Project Element										All Projects Listed
All Transportation Improvement Program, 20-20-1 Amendment 2020-2024										
PROJECT ID	W1004	IMP2024	SRM 10, 20-1	Level 01	9013.17	Start Cost	\$4,618,500	End Cost	\$4,618,500	
Local Agency	City of Santa Fe	County	City of Santa Fe 100 0000	Level 02	Detected Element 1	Construction	7057.00	Start	7057.00	
Project Type	Safety (1)	Category	See Safety (1) (Detected Underpass)							
Project Description	New Intersection at Highway 10									
This is the PROJECT IDENTIFIED THROUGH THE RFA IS THE FOLLOWING DESIGN AND CONSTRUCTION A TRAIL UNDERPASS										
Phase	Event Name	Phase	FY2024	FY2025	FY2026	FY2027	FY2028	603030	Amount	
PS	CRASH PLAN (100)		\$1,543,500						\$1,543,500	
PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									
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PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									
PS	ROAD FUND (100)		\$1,000,000						\$1,000,000	
PS	CRASH PLAN (100)		\$1,543,500						\$1,543,500	
PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									
PS	ROAD FUND (100)		\$1,000,000						\$1,000,000	
PS	CRASH PLAN (100)		\$1,543,500						\$1,543,500	
PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									
PS	ROAD FUND (100)		\$1,000,000						\$1,000,000	
PS	CRASH PLAN (100)		\$1,543,500						\$1,543,500	
PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									
PS	ROAD FUND (100)		\$1,000,000						\$1,000,000	
PS	CRASH PLAN (100)		\$1,543,500						\$1,543,500	
PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									
PS	ROAD FUND (100)		\$1,000,000						\$1,000,000	
PS	CRASH PLAN (100)		\$1,543,500						\$1,543,500	
PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									
PS	ROAD FUND (100)		\$1,000,000						\$1,000,000	
PS	CRASH PLAN (100)		\$1,543,500						\$1,543,500	
PS	WAY SAFETY IMPROVEMENT (100)			\$1,000,000					\$1,000,000	
PS	LOCAL ORIGINALS (100) (100)									

Award Change Form #4
Date: June 1, 2011



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Federal Project: 1715
Project Title: *Interstate 405/421 Interchange*
CH: 07007

The purpose of this document is to acknowledge the change and record changes made to a previously approved change. The transportation change must be submitted by the contractor, by email, to the Managing Program Coordinator by June 1, 2011.

The following programming information should be submitted with the approved award change information.

Current funding program information:
Change: none to date
Fiscal year: 2010-2011

Proposed change: *North Carolina*
Fiscal year: 2011-2012

CH# Number: 17-07007-17

Cause of change description (The following changes are completed upon final approval on the CH#):
 Changing priority in the priority from District 7 from 12052 to priority rank 11, 70500. This was prepared by *John Coffey, 1501-0100, 205-695-7401, john.coffey@dot.state.nc.us*

Changed programming information:

FY3	Fund Line	Available Funds	Amount	Percent Change	Source
1011	001	\$620,790	\$100,817	16.24%	1.000, FTS
2011	001	\$191,200	\$18,687	9.78%	1.000, FTS
2012	001	\$9,329,000	\$0	0.00%	1.000, FTS
	Totals:	\$10,149,990	\$119,504	1.18%	\$1,000,000

☒ **Administrative Specification:**
Letter Committee Awarded/No Change in:

Letter Committee Comments:

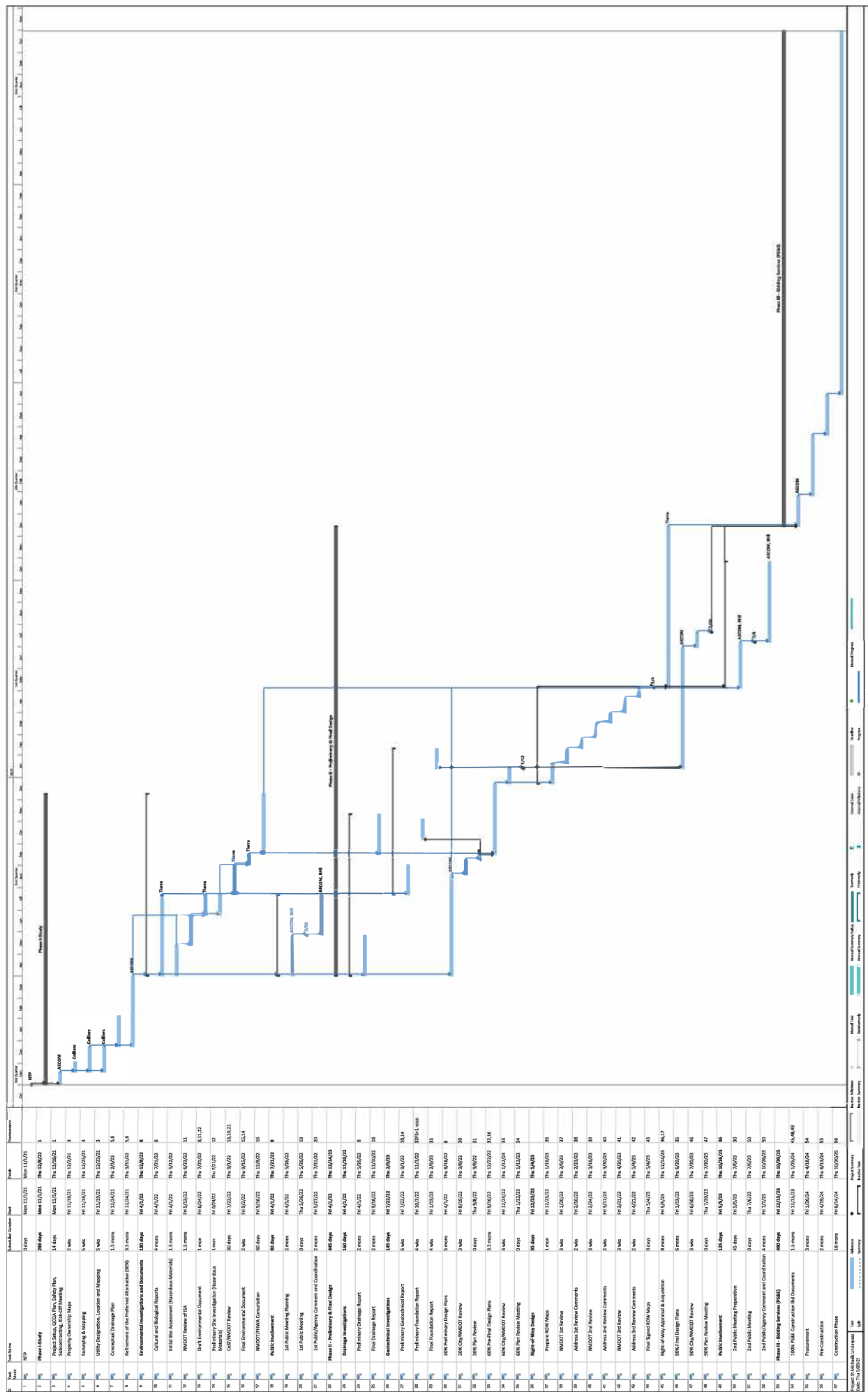
Administrative modification: *None funding amounts are not changing.*

Acknowledgment of award change: *I, _____, the _____, accept the award change as detailed above on behalf of _____.* *I, _____, the _____, accept the award change as detailed above on behalf of _____.*
Romelle glorioso-Moss
 Signature change signature Date: 6/1/2011

Award change from:

 Date: _____

CH# Form



This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>."

[illegible]

\$ (1,069,437.00)

ALL Transportation Improvement Program, 20-23.1 Amendment 2020-2024

1 Projects Listed

<i>NMDOT ID</i>	S100470	<i>MPO/TIP</i>	SFM 20-23.1	<i>Local ID</i>	9015.17	<i>Total Cost</i>	\$4,621,568
<i>Lead Agency</i>	City of Santa Fe	<i>Contact</i>	City of Santa Fe 000-0000	<i>NMDOT</i>	District District 5	<i>County</i>	Santa Fe
<i>Project Type</i>	Safety (21)	<i>Air Quality</i>		<i>TCM</i>		<i>Construction</i>	2022 start
<i>Project Name</i>	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass						
<i>Project Limits</i>	Point location at Milepost 1						
<i>Description</i>	T/LPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING: DESIGN AND CONSTRUCT A TRAIL UNDERPASS						

Phase	Fund Source	Prior	FY2020	FY2021	FY2022	FY2023	FY2024	Future	Total
PE	HWY SAFETY IMPROV PROG (HSIP)	-	-	\$620,794	-	-	-	-	\$620,794
PE	ROAD FUND (RF)	-	-	\$68,977	-	-	-	-	\$68,977
	<i>Total Preliminary Engineering</i>	-	-	\$689,771	-	-	-	-	\$689,771
ROW	HWY SAFETY IMPROV PROG (HSIP)	-	-	\$85,200	-	-	-	-	\$85,200
ROW	ROAD FUND (RF)	-	-	\$9,467	-	-	-	-	\$9,467
	<i>Total Right of Way</i>	-	-	\$94,667	-	-	-	-	\$94,667
CON	HWY SAFETY IMPROV PROG (HSIP)	-	-	-	\$3,445,573	-	-	-	\$3,445,573
CON	ROAD FUND (RF)	-	-	-	\$391,557	-	-	-	\$391,557
	<i>Total Construction</i>	-	-	-	\$3,837,130	-	-	-	\$3,837,130
	<i>Total Programmed</i>	-	-	\$784,438	\$3,837,130	-	-	-	\$4,621,568

*Map Has Not Been Marked

Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
16-08 Amendment 2016-2020	09/29/2017	09/29/2017	09/29/2017	N/A
18-05 Amendment 2018-2022	11/29/2018	12/17/2018	04/04/2019	N/A
18-14.1 Amendment 2018-2022	03/01/2019	03/18/2019	N/A	N/A
18-21.1 Amendment 2018-2022	09/09/2019	09/11/2019	N/A	N/A
20-00 Adoption 2020-2024	07/25/2019	8/27/19	9/19/19	8/27/19
20-04.1 Amendment 2020-2024	03/03/2020	03/05/2020	N/A	N/A
20-20.1 Amendment 2020-2024	06/30/2021	07/09/2021	N/A	N/A
20-23.1 Amendment 2020-2024	<i>Pending</i>	<i>Pending</i>	N/A	N/A
22-00 Adoption 2022-2026	08/26/2021	08/30/2021	<i>Pending</i>	<i>Pending</i>

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other

Project Change(s):

Changed Exempt Category

- from ",,, " to ",,,,,, "

Funding Change(s):

ROAD FUND (RF)

+ Increase funds in FFY 21 in ROW from \$9,466 to \$9,467

CMAQ - FLEX (CQX)

► Delete funds in FFY 20 in PE for \$243,503

LOCAL GENERAL FUNDS (LGF)

► Delete funds in FFY 20 in PE for \$41,496

HWY SAFETY IMPROV PROG (HSIP)

- Decrease funds in FFY 21 in PE from \$689,771 to \$620,794 - Decrease funds in FFY 21 in ROW from \$94,656 to \$85,200

Total project cost decreased from \$4,984,999 to \$4,621,568 (-7.3%)



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3201473 Procurement # (RFP/ITB# If any):

Contractor: New Mexico Department of Transportation S100470

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Amendment #2 extending the termination date through June 30,2025

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☒

Term Start Date: Term End Date: 01/25/2024 Total Contract Amount:

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) 01/29/2020

Contract / Lease:

1.b Amendment #: 2 to the Original Contract/Lease # 20-0042

Increase/(Decrease) Amount \$:

Extend Expiration Date to: June 30,2025

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: TBD

Amendment is for: Extending the termination date through June 30,2025 for S100470 St Michael's Underpass

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

Original Agreement - 20-0042 - \$284,999 - Approved by GB 01/29/2020

Amendment #1 - Increase compensation to \$1,069,437 - Approved by GB 06/17/2021

3. Procurement History: N A

Jan 24, 2024
Purchasing Officer Review: Date:
Comment & Exceptions: Exempt - Revenue - Term Extension

4. Funding Source: NM DOT S100470

Org / Object: 3309980 / 490210

Andy Hopkins Jan 23, 2024
Andy Hopkins (Jan 23, 2024 17:18 MST)
Budget Officer Approval: Date:
Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: Date:

Staff Contact who Completed This Form: Amanda Archuleta

Phone #: 955-6631

To be recorded by City Clerk:

Clerk # Email: ajarchuleta@santafenm.gov

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date










CM 600 NMDOT Amendment #2 Term Extension HCsigned


Final Audit Report


2024-01-24


Created:	2024-01-23
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnWEocAVoeed0gX9Ajj3vTjFOIm3RJ1_K


"CM 600 NMDOT Amendment #2 Term Extension HCsigned" History


-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-01-23 - 11:39:30 PM GMT
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2024-01-23 - 11:44:39 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2024-01-24 - 0:18:22 AM GMT
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2024-01-24 - 0:18:49 AM GMT - Time Source: server
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-01-24 - 0:18:51 AM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-01-24 - 2:55:20 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-01-24 - 2:57:25 PM GMT - Time Source: server
-  Document emailed to ekoster@santafenm.gov for signature
2024-01-24 - 2:57:28 PM GMT
-  Email viewed by ekoster@santafenm.gov
2024-01-24 - 11:12:50 PM GMT


 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2024-01-24 - 11:21:12 PM GMT


 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2024-01-24 - 11:21:14 PM GMT - Time Source: server

 Document emailed to jwblair@santafenm.gov for signature
2024-01-24 - 11:21:17 PM GMT

 Email viewed by jwblair@santafenm.gov
2024-01-24 - 11:34:55 PM GMT

 Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-01-24 - 11:36:19 PM GMT

 Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-01-24 - 11:36:21 PM GMT - Time Source: server

 Agreement completed.
2024-01-24 - 11:36:21 PM GMT



24-0019 New Mexico Department of Transportation

Final Audit Report

2024-01-25

Created:	2024-01-25
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2ISjsZht7GI-q_eCmLHpI8oNSQFQsY2z

"24-0019 New Mexico Department of Transportation" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2024-01-25 - 3:25:59 PM GMT- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2024-01-25 - 3:26:53 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2024-01-25 - 3:45:11 PM GMT- IP address: 174.218.21.3
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2024-01-25 - 3:45:32 PM GMT - Time Source: server- IP address: 174.218.21.3
-  Agreement completed.
2024-01-25 - 3:45:32 PM GMT