

Date: May 28, 2025

To: Mark Scott, City Manager

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

Via: Regina Wheeler, Public Works Department Director *RW*
RW (May 28, 2025 13:44 MDT)

Subject: Third Amendment to Cooperative Project Agreement – Design Work

ACTION:

Request for Approval of Third Amendment to Cooperative Project Agreement Item #24-0019 with the New Mexico Department of Transportation to Extend the Term through June 30, 2027 to Complete the Engineering Design of S100470 St. Michael's Drive-Rail Trail Underpass Project. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

The New Mexico Department of Transportation (NMDOT) requires the attached Amendment No. 3 for NMDOT execution by first week of June for project design funding of \$1.2 M. Since the deadline is before the next Governing Body meeting on June 11, Staff requests City Manager approval of the amendment via SFCC 2-4.6.B and agreement will be ratified at the GB meeting.

Started in 2022, the engineering design of S100470 St. Michael's Drive-Rail Trail Underpass project was funded with \$1M from the federal Highway Safety Improvement Program. The design includes complex right-of-way requirements, proximity to the New Mexico Rail Runner Express tracks, extensive utility relocations, public perception of safety in an underpass, and maintenance issues caused by homelessness, etc. The design is currently at 60% and ready for NMDOT and Rio Metro review. The NMDOT acknowledges the delay was caused by the complexity and number of involved agencies. Hence, a two-year extension to the Cooperative Project Agreement has been granted.

FUNDING SOURCE:

Fund Name/Number: New Mexico Department of Transportation S100470

Munis Org Name/Number: Streets Roadways / 3309980

Munis Object Name/Number: WIP Design/ 572960

PLID – ENG18330E- Design

ATTACHMENTS:

Third Amendment to Cooperative Project Agreement – Design Work
Original Contract with Amendment 1 and 2
PLID Form

Grants Manager

ERIKA LUJAN

ERIKA LUJAN (May 30, 2025 11:08 MDT)



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 5/30/2025

Project Title: ST.MICHAEL'S DRIVE RAIL TRAIL UNDERPASS PROJECT

Project Type: ☒ CIP ☒ Grant ☐ Internal Tracking

Department: PUBLIC WORKS- ENG Project Manager: ROMELLA G-MOSS Ext: 505-955-6623

Project Date Range: 2/28/2020 to 9/30/2027 ☐ Create Fixed Asset

Project ID: ENG18330E
Grant ID: S2568
Approved By: Erika Lujan
Entered By: 5/30/2025 (Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOT-W/PT HSIP % of Funding: 100

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: 1200000

Funding Source: LOCAL IF APPLICABLE % of Funding: _____

MUNIS ORG: 3309980 MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: WIP DESIGN MUNIS ORG: 3309980 MUNIS OBJ: 572960

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other: \$949,497 IS FEDERAL FUNDS-HSIP

GRANTS ONLY:

Grantor Name: NMDOT S100470 AMENDMENT #3 Awarded Amount: 12000000

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.205

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation

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

THIRD AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **Third 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:

4. Term.

This Agreement is effective on **2/28/2020**. This Agreement terminates on **9/30/2027**. 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 Third Amendment.

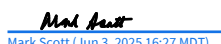
In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

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: 04/30/25
Assistant General Counsel

City of Santa Fe
By:  _____ Date: 06/02/2025
CITY OF SANTA FE City Manager
Signed pursuant to SFCC 11-4(F)(2)

By:  _____ Date: 06/03/2025
CITY OF SANTA FE Finance Director

ATTEST

By:  _____ Date: 06/03/2025
CITY OF SANTA FE Clerk 

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

By:  _____ Date: 05/20/2025
Assistant City Attorney

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 9/30/2027.
(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. The proposed project identified through the RSA is the following: Design and Construct a trail underpass. Point location at Milepost 10
(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@dot.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

Project End Date Selection Program Areas - Calendar Day Projects

The Project end date is the final date recorded in the project agreement when the NMDOT may incur direct costs on the project to be eligible for Federal-aid reimbursement. Also, referred to as the period of performance end date or project agreement end date. Project end date is the applicable field in FMIS.

Control Number: S100470
District: D5

Agreement end date: 03/31/22
180
Calendar Days allowed to Final (Program Areas): 90
Calendar Days allowed to Final (POD): 30

Original Final End Date: 01/25/23

Program Area
Target to POD: 06/26/28

POD Approved: **APPROVED**
By Jacquelyn Hurtado at 11:03 am, Apr 16, 2025

Date: _____

Project End date extension request

Program Area

Final End Date:	01/25/23
* Request for extension:	2009
New End Date:	07/26/28

* Requires documentation to be attached.

Program Area Director: _____

POD

New End Date	07/26/28
Final FHWA End Date:	07/26/28

POD Director: _____

Amendment #1 added 665 days
Amendment#2 adding 552 days
Amendment #3 adding 792 days due to The engineering design of this project is proving to be much more complex than what was depicted in the Road Safety Audit (RSA) conducted in 2014 and 2015. The right-of-way, project proximity to the Railrunner, massive amount of utility relocations, bicyclists' perception of safety, maintenance issues caused by homelessness, appropriate funding, etc. were complex but integrated factors that were never considered in the RSA.



March 13, 2020

Mr. John Romero
Engineer Supervisor
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504

RE: Control Number: S100470

Dear Mr. Romero:

Enclosed for your files is an original of the fully executed Cooperative Project Agreement for the project referenced above, along with the approved Fed Form and Purchase Order. These documents are your notice to move forward with the work as described in the attached agreement.

Please call Sharon R. Cruz at 505-221.8220 for any questions regarding this project. Please refer to the Tribal/Local Public Agency Handbook for any information regarding project processes.

For Federal Reporting purposes please use the following Catalog of Federal Domestic Assistance (CFDA) code: 20.205 and also the following DUNS# 069420818 for federal reporting.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-660-6102.

Sincerely,

A handwritten signature in black ink that reads "Sean Sandoval". The signature is stylized and includes a large, sweeping flourish.

Sean Sandoval
Division Director
Project Oversight Division

Enclosures

c: Paul Brasher, P.E. Acting District 5 Engineer
Sharon R. Cruz, North Region T/LPA Coordinator

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Transportation

P O Box 1149
Santa Fe NM 87504-1149
United States

Approved

Purchase Order 80500-0000318971	Date 03-09-2020	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer SOPHIA ULIBARRI- TRUJILLO	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054360
CITY OF SANTA FE
PO BOX 909
SANTA FE NM 87504-0000
United States

Ship To: 05 DISTRICT 5
United States

Bill To: P O Box 1149
Santa Fe NM 87504-
1149
United States

Origin:	CON	ExclExcl#:						
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date		
1 - 1	LGU-DESIGN, FY20, 85.44% ST. MICHAEL'S DR. RAIL TRAIL PEDESTRIAN CROSSING/UNDERPASS	1.00	EA	\$284,999.00	\$284,999.00	03/09/2020		
	80500-20100-9001050000-535300-55301- -HWAS100470- -120-D0000							
				Schedule Total	\$284,999.00			
	Contract ID: D18446		Contract Line: 0	Release: 1	Category Line: 0			
				Item Total	\$284,999.00			
2 - 1	REVERSAL, FY20, 14.56% ST. MICHAEL'S DR. RAIL TRAIL PEDESTRIAN CROSSING/UNDERPASS	1.00	EA	(\$41,496.00)	(\$41,496.00)	03/09/2020		
	80500-20100-9001050000-535300-55301- -HWAS100470- -120-D0000							
				Schedule Total	(\$41,496.00)			
	Contract ID: D18446		Contract Line: 0	Release: 2	Category Line: 0			
				Item Total	(\$41,496.00)			
				Total PO Amount	\$243,503.00			

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

[Handwritten Signature]

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Contract No.:

Vendor No.:

Control No.:

ITEM # 20-0042

D18446

0000054360

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
certifying 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.



October 5, 2021

Ms. Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504

RE: Control Number: S100470

Dear Ms. Glorioso-Moss:

Enclosed for your files is an original of the fully executed Cooperative Project Agreement for the project referenced above, along with the approved Fed Form and Purchase Order. These documents are your notice to move forward with the work as described in the attached agreement.

Please call Sharon R. Cruz at 505-221.8220 for any questions regarding this project. Please refer to the Tribal/Local Public Agency Handbook for any information regarding project processes.

For Federal Reporting purposes please use the following Catalog of Federal Domestic Assistance (CFDA) code: 20.205 20.205- Highway Planning & Construction and also the following DUNS# 069420818 for federal reporting.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-660-6102.

Sincerely,

Kimberly Perry for Sean Sandoval

Sean Sandoval
Division Director
Project Oversight Division

Enclosures

c: Paul Brasher, P.E. Acting District 5 Engineer
Sharon R. Cruz, North Region T/LPA Coordinator

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Run Date: 09/21/2021
Run Time: 14:08:35

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION**

Report: FMISD06A
Page 7 of 7

RECIPIENT: 35-New Mexico **FEDERAL PROJECT NO:** S100470 **NO:** 1

RECIPIENT PROJ. NO(S): S100470

PROJECT TITLE: T/LPA--St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass
PROJECT DESCRIPTION: T/LPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING:
DESIGN AND CONSTRUCT A TRAIL UNDERPASS
PROJECT END DATE: 10/21/2024

CLASSIFICATION OF PHASE OF WORK: ROW

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 02/21/2020 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	FAIN	URBAN / WITH	FORMER AMOUNT	REVISED AMOUNT
Z400	693JJ22030000Z400NMS100470	ESTIMATED TOTAL OF THE PROJECT	\$284,999.00	\$284,999.00
		FEDERAL FUNDS	\$243,503.00	\$243,503.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	85.44%	85.44%
ZS3E	693JJ22130000ZS3ENMS100470	ESTIMATED TOTAL OF THE PROJECT	\$0.00	\$784,438.00
		FEDERAL FUNDS	\$0.00	\$705,994.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	0%	90%

RECIPIENT REMARKS:

First Amendment Design ROW requesting additional time & \$705,994 funding per City of Santa Fe. Updating end date to 10/21/2024 per First Amendment, adding 665 days The request is necessary to complete the design phase of the project. The City is in the process of approving AECOM Technical Servicesâ€™ professional contract in the amount of \$1,069,436.23 to design the project. It is expected to be approved on August 25, 2021. The Notice to Proceed is expected to be issued on November 1, 2021 and the design phase is expected to be completed on January 25, 2024.

DIVISION REMARKS:

Authorizing P.E. funds \$243,503.00. A.D. 2/21/2020

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:	JACQULYNN HURTADO	DATE:	09/17/2021
APPROVAL RECOMMENDED BY:	JACQULYNN HURTADO	DATE:	09/17/2021
APPROVED AND AUTHORIZED BY:	SOPHIA ULIBARRI-TRUJILLO	DATE:	09/17/2021

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY:	Keunwook Yi	DATE:	09/20/2021
APPROVED AND AUTHORIZED BY:	Keunwook Yi	DATE:	09/20/2021
MODIFICATION APPROVED BY:	Dolores Gallegos	DATE:	09/20/2021

REVIEWED

By Erna Bradbury at 10:18 am, Oct 04, 2021

ENTERED INTO SHARE
09.27.2021

Jacquelyn Hurtado



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Transportation

P O Box 1149
Santa Fe NM 87504-1149
United States

Approved

Purchase Order 80500-0000348465	Date 09-27-2021	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Jacquelyn Hurtado	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054360
CITY OF SANTA FE NM
PO BOX 909
SANTA FE NM 87504-0000
United States

Ship To: 05 DISTRICT 5
United States

Bill To: P O Box 1149
Santa Fe NM 87504-1149
United States

Origin:	CON	Exc\Excl#:						
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date		

1 - 1	LGU-ROW, FY21, St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass, 90%	1.00	EA	\$94,667.00	\$94,667.00	09/27/2021		
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80500-20100-9001050000-535300-55301- -HWAS100470- -122-F0000

Schedule Total \$94,667.00

Contract ID: D18446

Contract Line: 0

Release: 4

Category Line: 0

Item Total \$94,667.00

Total PO Amount \$94,667.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Transportation

P O Box 1149
Santa Fe NM 87504-1149
United States

Approved

Purchase Order 80500-0000318971	Date 03-09-2020	Revision 1 -
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer SOPHIA ULIBARRI- TRUJILLO	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054360
CITY OF SANTA FE NM
PO BOX 909
SANTA FE NM 87504-0000
United States

Ship To: 05 DISTRICT 5
United States

Bill To: P O Box 1149
Santa Fe NM 87504-
1149
United States

Origin:	CON	Exc\Excl#:						
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date		
1 - 1	LGU-DESIGN, FY20, 85.44% ST. MICHAEL'S DR. RAIL TRAIL PEDESTRIAN CROSSING/UNDERPASS	1.00	EA	\$284,999.00	\$284,999.00	03/09/2020		
	80500-20100-9001050000-535300-55301- -HWAS100470- -122-F5097							
				Schedule Total	<u>\$284,999.00</u>			
	Contract ID: D18446			Contract Line: 0				
				Item Total	<u>\$284,999.00</u>			
2 - 1	REVERSAL, FY20, 14.56% ST. MICHAEL'S DR. RAIL TRAIL PEDESTRIAN CROSSING/UNDERPASS	1.00	EA	(\$41,496.00)	(\$41,496.00)	03/09/2020		
	80500-20100-9001050000-535300-55301- -HWAS100470- -122-F5097							
				Schedule Total	<u>(\$41,496.00)</u>			
	Contract ID: D18446			Contract Line: 0				
				Item Total	<u>(\$41,496.00)</u>			
3 - 1	LGU DESIGN, FY21, AM#1 St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass, 90%	1.00	EA	\$689,771.00	\$689,771.00	09/27/2021		
	80500-20100-9001050000-535300-55301- -HWAS100470- -122-F0000							
				Schedule Total	<u>\$689,771.00</u>			
	Contract ID: D18446			Contract Line: 0				
				Item Total	<u>\$689,771.00</u>			
				Total PO Amount	<u>\$933,274.00</u>			

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

Project End Date Selection T/LPA Project

The Project end date is the final date recorded in the project agreement when the NMDOT may incur direct costs on the project to be eligible for Federal-aid reimbursement. Also, referred to as the period of performance end date or project agreement end date. Project end date is the applicable field in FMIS. The Project End Dates are to be provided on the Agreement Request Form (ARF).

Control Number: S100470
District: D5

ARF end date:	<u>03/31/22</u>	
Calendar Days allowed to Final (District):	<u>180</u>	District Target to
Calendar Days allowed to Final (CCRB):	<u>45</u>	CCRB: <u>07/23/24</u>
Calendar Days allowed to Final (POD):	<u>45</u>	
		CCRB Target to
Final End Date: <u>12/26/22</u>		POD: <u>09/06/24</u>

POD Approved: _____ Date: _____

Project End date extension request

DISTRICT/REGION Sharon R. Ong 9/14/21

Final End Date:	12/26/22
* T/LPA request for extension:	665
* Requires documentation to be attached.	New End Date: 10/21/24

ADE Design/Construction: _____ DE (if required): _____

CCRB

New End Date	10/21/24
Other (Requires written justification to be attached):	
New End Date:	10/21/24

State Const Engineer: _____

POD

New End Date	10/21/24
New End Date:	10/21/24

POD Director: _____



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Roman "Tiger" Abeyta, District 3

Chris Rivera, District 3

Jamie Cassutt-Sanchez, District 4

JoAnne Vigil Coppler, District 4

August 11, 2021

Ms. Sharon Cruz
Tribal/Local Public Agency Coordinator
NMDOT North Region Design
1120 Cerrillos Road, PO Box 1149
Santa Fe, NM 87504

Subject: S100470 St. Michael's Drive – Rail Trail Underpass Cooperative Funding Agreement
Extension Request

Dear Ms. Cruz:

The City of Santa Fe ("City") is requesting a time extension to S100470 St. Michael's Drive – Rail Trail Underpass Cooperative Funding Agreement (D18446) from March 30, 2022 to March 30, 2024. The request is necessary to complete the design phase of the project.

The City is in the process of approving AECOM Technical Services' professional contract in the amount of \$1,069,436.23 to design the project. It is expected to be approved on August 25, 2021. The Notice to Proceed is expected to be issued on November 1, 2021 and the design phase is expected to be completed on January 25, 2024.

Although the project started late due to the delay in issuing the RFP, the City is confident that the project will be completed within the time extension requested.

Attached are the Agreement Request Form and the project schedule (Gantt Chart). If you have any questions regarding this request, please contact me via e-mail at reglorioso-moss@santafenm.gov or by phone at (505) 955-6623.

Thank you for considering our request.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP
Senior Project Administrator

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 Design Work** \$284,999

<u>4. 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 .)	
<u>5. State's matching 10% share</u>	\$68,977
For the purpose stated above.	
<u>6. The Total Project Funding for DesignWork</u>	\$689,771
 <u>7. 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 .)	
<u>8. State's matching 10% share</u>	\$9,467
For the purpose stated above.	
<u>9. The Total Project Funding for DesignWork</u>	\$ 94,667
 <u>10. 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

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 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.
(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, 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		

CMAG	\$ 243,503.00	DES
MATCH	\$ 41,496.00	
	\$ 284,999.00	
HSIP	\$ 620,794.00	DES
STATE	\$ 68,977.00	
	\$ 689,771.00	
HSIP	\$ 85,200.00	ROW
ST MAT	\$ 9,467.00	
	\$ 94,667.00	
TOTAL	\$1,069,437.00	

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 Manuel Mascetas Date 9/13/2021

District T/LPA Authorized Signature James Mexia 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.

FY20 CMAQ \$ 243,503.00 DES
MATCH \$ 41,496.00
\$ 284,999.00
FY21 HSIP \$ 620,794.00 DES
STATE \$ 68,977.00
\$ 689,771.00
HSIP \$ 85,200.00 ROW
ST MAT \$ 9,467.00
\$ 94,667.00

TOTAL \$ 1,069,437.00

\$ 949,497.00

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

689,771.00
76,641.22

6/3/2021

Project Report

ALL Transportation Improvement Program, 20-20.1 Amendment 2020-2024

1 Projects Listed

NMOT ID	S100470	MPOTIP	SFM 20-20.1	Local ID	9015.17	Total Cost	\$4,984,999		
Local Agency	City of Santa Fe	Contract	City of Santa Fe 000-0000	NMOTIP	District District 5	County	Santa Fe		
Project Title	SRP (C1)	Job Quality		TCM		Construction	2021 Mat		
Project Name	St Michaels De Road Trail Pedestrian Crossing Underpass								
Project Limits	Trail location at Midpoint 1								
Description	TEJA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IN THE FOLLOWING DESIGN AND CONSTRUCT A TRAIL UNDERPASS								
Phase	Fund Source	Print	FY2020	FY2021	FY2022	FY2023	FY2024	Future	Total
PE	CMAQ - FLEX (CQX)	-	\$243,503	-	-	-	-	-	\$243,503
PE	HYV SAFETY IMPROV PROG (HSIP)	-	-	\$689,771	PER AWARD CHANGE FORM#4 THIS AMOUNT S/B \$620,794	-	-	-	\$689,771
PE	LOCAL GENERAL FUNDS (LGF)	-	\$41,496	-	-	-	-	-	\$41,496
PE	ROAD FUND (RF)	-	-	\$68,977	Match is correct	-	-	-	\$68,977
	Total Preliminary Engineering	-	\$284,999	\$758,748	TOTAL S/B \$689,771	-	-	-	\$1,043,747
ROW	HYV SAFETY IMPROV PROG (HSIP)	-	-	\$84,656	PER AWARD CHANGE FORM#4 THIS AMOUNT S/B \$85,200	-	-	-	\$84,656
ROW	ROAD FUND (RF)	-	-	\$9,467	Match S/B \$9,467.00	-	-	-	\$9,467
	Total Right of Way	-	-	\$104,122	TOTAL S/B \$94,667	-	-	-	\$104,122
CON	HYV SAFETY IMPROV PROG (HSIP)	-	-	-	\$3,445,573 PER AWARD CHANGE FORM#4 THIS AMOUNT S/B \$3,534,086	\$3,445,573	-	-	\$3,445,573
CON	ROAD FUND (RF)	-	-	-	\$391,557 Match S/B \$391,256	-	-	-	\$391,557
	Total Construction	-	-	-	\$3,837,130 Total S/B \$3,925,342	-	-	-	\$3,837,130
	Total Programmed	-	\$284,999	\$862,870	\$5,837,130	-	-	-	\$4,984,999

*Map Has Not Item Marked

Version History

TIP Document	Amendment	1016-2020	MPG	State	FIDW4	FTA
16-06	Amendment	2016-2020	09/29/2017	09/29/2017	09/29/2017	N/A
18-05	Amendment	2018-2023	11/29/2018	11/17/2018	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	08/09/2019	09/11/2019	N/A	N/A
20-00.1	Adoptive	2020-2024	07/22/2020	07/27/20	01/19/19	07/27/19
20-04.1	Amendment	2020-2024	08/01/2020	01/05/2020	N/A	N/A
20-20.1	Amendment	2020-2024	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Change funding years within first four years of the STIP and no change to the total project cost

Project Change(s):

Amendment 2020-2024



Award Change Form #4

Date: June 3, 2021
Federal Program: HSIP
Project Title: St Michaels De Road Trail
CN: S100470

The purpose of this form is for NMOT to correct with award changes requested by a responsible change.
The responsible change must sign and return this form, via email, to the NMOT Planning Program Coordinator by June 15, 2021.

For current programming information, please see the attached eSTIP latest approved version. (NMOT Document 000-0000)

NMOT Planning Program Coordinator: Jason Coffey

Phone: 505-253-7869

Email: jason.coffey@state.nm.us

Responsible Change: romella.glorioso-moss

Phone: 505-485-0021

Email: romella.glorioso-moss@state.nm.us

Lead Agency: City of Santa Fe

Award Change Description (The following changes are contingent upon final approval in the STIP/TPP)

Correcting errors in the amounts from Award Change Form 3 and moving FY2022 construction funds to FY2024. (Form was prepared by Jason Coffey, HSIP Planner, 505-469-7451, jason.coffey@state.nm.us)

Changed Programming Information

FY	Fund Type	Federal Funds	Match	Project Phase	Totals
2021	new	\$ 620,794	\$ 68,977	PE	\$ 689,771
2021	new	\$ 85,200	\$ 9,467	ROW	\$ 94,667
2024	new	\$ 3,534,086	\$ 391,256	CON	\$ 3,925,342
	Totals	\$ 4,230,000	\$ 470,000		\$ 4,700,000

☒ Administrative Modification
Safety Committee Approved Award Change on _____

Safety Committee Comments:

Administrative modification since funding amounts are not changing.

Acknowledgment of award change: I, (Romella Glorioso-Moss) accept the award changes as detailed above on behalf of (City of Santa Fe) and agree to all terms and conditions of the 2020-2024 STIP and STIP/TPP.

Romella Glorioso-Moss

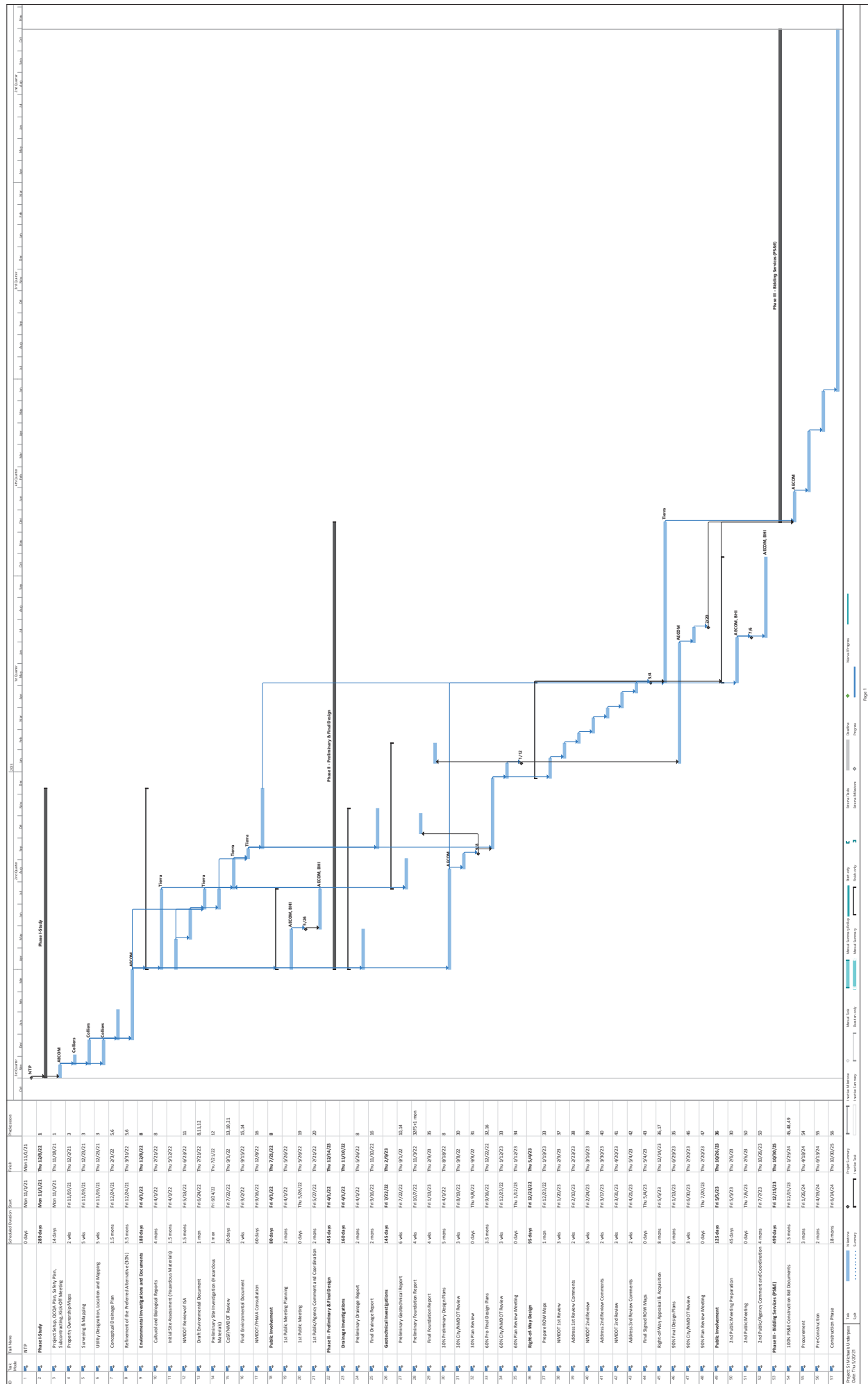
Responsible Change Signature

Date

06/03/2021

Award Change Form

Clear Form



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

1 Projects Listed

NMDOT ID Lead Agency Project Type Project Name Project Limits Description	S100470 City of Santa Fe Safety (21) St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1 T/LPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING: DESIGN AND CONSTRUCT A TRAIL UNDERPASS	MPO/TIP Contact Air Quality	SFM 20-23.1 City of Santa Fe 000-0000	Local ID				Total Cost	
				NMDOT				County	Construction
				TCM					
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
	Total Preliminary Engineering	-	-	\$689,771	-	-	-	-	\$689,771
ROW	HWY SAFETY IMPROV PROG (HSIP)	-	-	\$85,200	-	-	-	-	\$85,200
ROW	ROAD FUND (RF)	-	-	\$9,467	-	-	-	-	\$9,467
	Total Right of Way	-	-	\$94,667	-	-	-	-	\$94,667
CON	HWY SAFETY IMPROV PROG (HSIP)	-	-	-	\$3,445,573	-	-	-	\$3,445,573
CON	ROAD FUND (RF)	-	-	-	\$391,557	-	-	-	\$391,557
	Total Construction	-	-	-	\$3,837,130	-	-	-	\$3,837,130
	Total Programmed	-	-	\$784,438	\$3,837,130	-	-	-	\$4,621,568

*Map Has Not Been Marked

Version History

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

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%)

X

DCU TEMPLATE

X

PROJECT NUMBER: **S100470**

CONTROL NUMBER: **S100470**

PROJECT DOC CLASS: **FHWA**

DOC TYPES: **PROJECT AGREEMENT**

DOCUMENT DESCRIPTION: **S100470 MOD#2**

DOCUMENT DATE: **1/25/2024**

SUBCONTRACT NUMBER:

CHANGE ORDER:

ESTIMATE NUMBER:

CUSTOMER NAME:

X

DCU1

X



NMDOT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION

RECIPIENT: 35-New Mexico FEDERAL PROJECT NO: S100470 NO: 2

RECIPIENT PROJ. NO(S): S100470

PROJECT TITLE: T/LPA--St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass
PROJECT DESCRIPTION: T/LPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING:
DESIGN AND CONSTRUCT A TRAIL UNDERPASS
UEI (SAM): KW1EKL33X3H9
SUBRECIPIENT PROJECT: Yes
SUBRECIPIENT UEI(SAM): QLN2YKMMJ8X6
SUBRECIPIENT NAME: CITY OF SANTA FE
PROJECT END DATE: 03/27/2026

CLASSIFICATION OF PHASE OF WORK: ROW

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 02/21/2020 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	FAIN	URBAN / WITH	FORMER AMOUNT	REVISED AMOUNT
Z400	693JJ22030000Z400NMS100470	ESTIMATED TOTAL OF THE PROJECT	\$284,999.00	\$284,999.00
		FEDERAL FUNDS	\$243,503.00	\$243,503.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	85.44%	85.44%
ZS3E	693JJ22130000ZS3ENMS100470	ESTIMATED TOTAL OF THE PROJECT	\$784,438.00	\$784,438.00
		FEDERAL FUNDS	\$705,994.00	\$705,994.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	90%	90%

RECIPIENT REMARKS:
Second Amendment Design requesting additional time per City of Santa Fe. Updating end date to 03/27/2026 per request from District. Add additional 552 days from end date form. The request is necessary to complete the design phase of the project per letter received from City of Santa Fe

DIVISION REMARKS:
Approve additional time. EMV 1/25/24
Authorizing P.E. funds \$243,503.00. A.D. 2/21/2020

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY: YVETTE CHAVEZ DATE: 01/25/2024
APPROVAL RECOMMENDED BY: YVETTE CHAVEZ DATE: 01/25/2024
APPROVED AND AUTHORIZED BY: JACQULYNN HURTADO DATE: 01/25/2024

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY: Eloy Valerio DATE: 01/25/2024
APPROVED AND AUTHORIZED BY: Eloy Valerio DATE: 01/25/2024
MODIFICATION APPROVED BY: Dolores Gallegos DATE: 01/25/2024



December 5, 2023

Ms. Romella Glorioso-Moss
Senior Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504

RE: Control Number: S100470

Dear Ms. Glorioso-Moss:

Enclosed for your files is an original of the fully executed Cooperative Project Agreement for the project referenced above, along with the approved Fed Form and Purchase Order. These documents are your notice to move forward with the work as described in the attached agreement.

Please call Dana Garcia at (505) 231-7663 for any questions regarding this project. Please refer to the Tribal/Local Public Agency Handbook for any information regarding project processes.

For Federal Reporting purposes please use the following Catalog of Federal Domestic Assistance (CFDA) code: and the following UEI# QLN2YKMMJ8X6 for federal reporting.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at (505) 795-1809.

Sincerely,

on behalf of
Kimberly Perry
Deputy Director
Project Oversight Division

Enclosures

CC: Paul Brasher, P.E. District 5 Engineer
Dana Garcia, North Region T/LPA Coordinator

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No.:	D18446/2
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:  Digitally signed by Ricky Serna
Date: 2024.01.25 15:39:22 -07'00' Date: 1/25/24
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:  DocuSigned 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.

Version History	
TIP Document	MPO Approval State Approval FHWA Approval FTA Approval
16-08	Amendment 2016-2020
18-05	Amendment 2018-2022
18-14.1	Amendment 2018-2022
18-21.1	Amendment 2018-2022
20-00	Adoption 2020-2024
20-04.1	Amendment 2020-2024
20-20.1	Amendment 2020-2024
20-23.1	Amendment 2020-2024
22-00	Adoption 2022-2026
22-00.1	Adoption 2022-2026
24-00	Adoption 2024-2028
Current Change Reason	

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

Current Change Reason

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 Id 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

Aaron Frankland

Signature

Timestamp

Aaron.Frankland@dot.nm.gov



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

Deputy General Counsel

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

Security Level: Email, Account Authentication

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

(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

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent

Hashed/Encrypted

1/10/2024 2:05:01 PM

Certified Delivered

Security Checked

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

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.

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.

Project End Date Selection T/LPA Project

The Project end date is the final date recorded in the project agreement when the NMDOT may incur direct costs on the project to be eligible for Federal-aid reimbursement. Also, referred to as the period of performance end date or project agreement end date. Project end date is the applicable field in FMIS. The Project End Dates are to be provided on the Agreement Request Form (ARF).

Control Number: S100470
District: D5

ARF end date:	03/31/22	
Calendar Days allowed to Final (District):	180	District Target to
Calendar Days allowed to Final (CCRB):	45	CCRB: 12/27/25
Calendar Days allowed to Final (POD):	45	

Original Final End Date: 12/26/22

CCRB Target to
POD: 02/10/26

POD Approved: _____

Date: _____

Project End date extension request

DISTRICT/REGION

Final End Date:	12/26/22
* T/LPA request for extension:	1187
New End Date:	03/27/26

*** Requires documentation to be attached.**

Amendment #1 added 665 days
 Amendment #2 adding 552 days

ADE Design/Construction: _____ **DE (if required):** _____

CCRB

New End Date	03/27/26
Other (Requires written justification to be attached):	
New End Date:	03/27/26

State Const Engineer: _____

POD

New End Date	03/27/26
Final FHWA End Date:	03/27/26

POD Director: _____



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

November 1, 2023

Dana Garcia, P.E.
Assistant Manager
North Region Design, NMDOT General Office
1120 Cerrillos Road, Room 203, Santa Fe, NM 87505
Via email: dana.garcia@dot.nm.gov

Subject: S100470 Cooperative Project Agreement Term Extension Request
(St. Michael's Drive - Rail Trail Underpass Project)

Dear Engr. Garcia,

The City of Santa Fe is requesting term extension to S100470 St. Michael's Drive – Rail Trail Underpass Cooperative Project Agreement – Design Work (D18446/1) from January 25, 2024 to June 30, 2025. The request is necessary to complete the design phase of the project.

An updated Project Schedule is attached as well the Agreement Request Form.

Thank you for considering our request. If you have any questions, please contact me via e-mail at rsglorioso-moss@santafenm.gov or by phone at (505) 955-6623.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, CPM, AICP
Capital Projects Manager

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 Don [Signature] Date 11/17/23

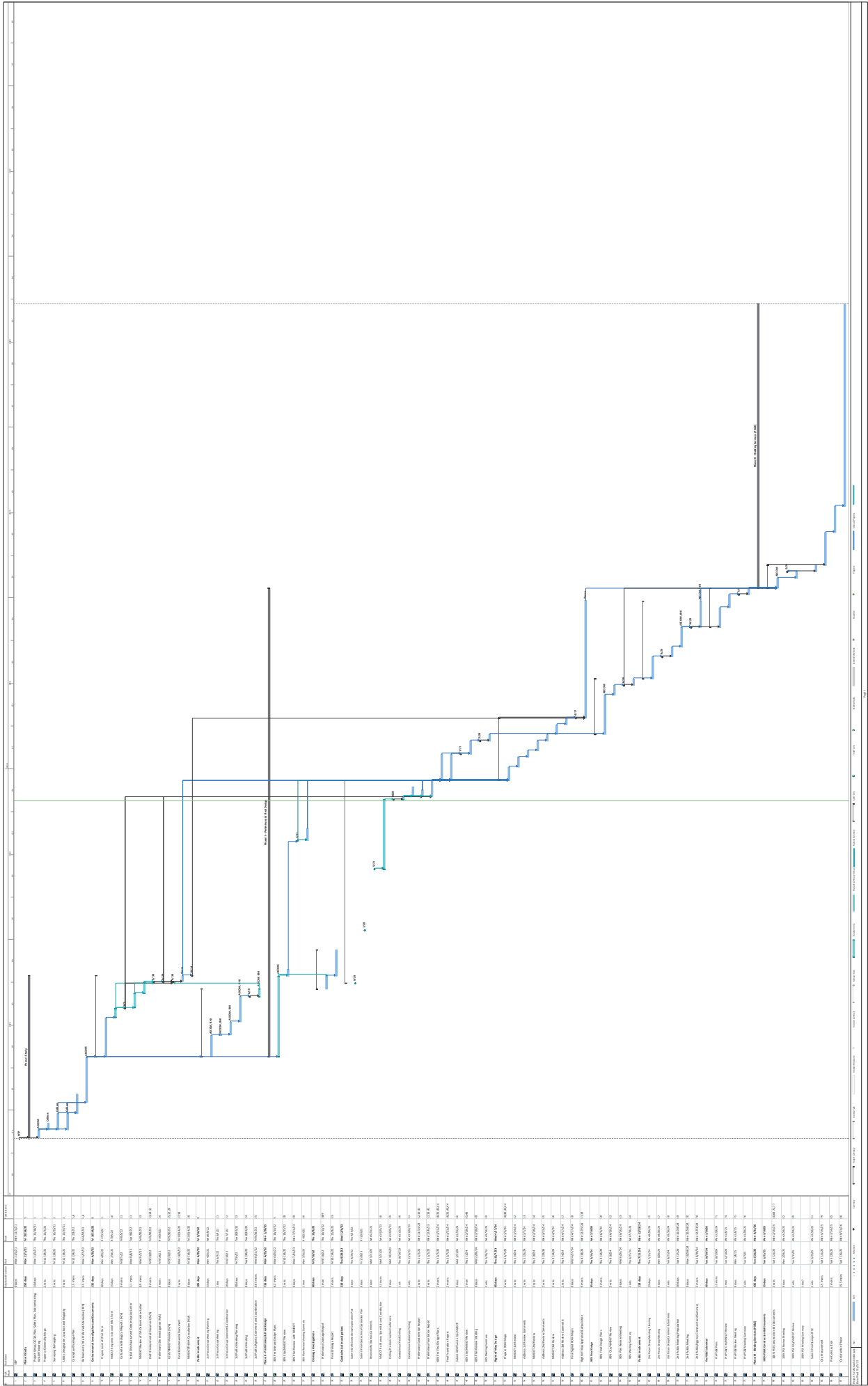
District T/LPA Authorized Signature James Mexia Date 11/17/23

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.



ITEM NO.		DESCRIPTION	QTY	UNIT	PRICE
1	1	ROOF COVERING (RUBENBERG)	1000	SQ. M	12.50
2	2	TRUSSES (WOOD)	100	NO.	15.00
3	3	ROOF SUPPORTS (WOOD)	50	NO.	20.00
4	4	ROOF BRACING (WOOD)	200	M	10.00
5	5	ROOF DRAINAGE (GUTTER)	100	M	8.00
6	6	ROOF VENTILATION (DOME)	10	NO.	30.00
7	7	ROOF INSULATION (WOOL)	1000	SQ. M	5.00
8	8	ROOF FLOORING (WOOD)	1000	SQ. M	10.00
9	9	ROOF TRUSSES (STEEL)	100	NO.	25.00
10	10	ROOF BRACING (STEEL)	200	M	12.00
11	11	ROOF DRAINAGE (GUTTER)	100	M	8.00
12	12	ROOF VENTILATION (DOME)	10	NO.	30.00
13	13	ROOF INSULATION (WOOL)	1000	SQ. M	5.00
14	14	ROOF FLOORING (WOOD)	1000	SQ. M	10.00
15	15	ROOF TRUSSES (STEEL)	100	NO.	25.00
16	16	ROOF BRACING (STEEL)	200	M	12.00
17	17	ROOF DRAINAGE (GUTTER)	100	M	8.00
18	18	ROOF VENTILATION (DOME)	10	NO.	30.00
19	19	ROOF INSULATION (WOOL)	1000	SQ. M	5.00
20	20	ROOF FLOORING (WOOD)	1000	SQ. M	10.00
21	21	ROOF TRUSSES (STEEL)	100	NO.	25.00
22	22	ROOF BRACING (STEEL)	200	M	12.00
23	23	ROOF DRAINAGE (GUTTER)	100	M	8.00
24	24	ROOF VENTILATION (DOME)	10	NO.	30.00

Signature: 

Email: xivigil@santafenm.gov