

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/08/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2015

ISSUE:

13. Request for Approval of Change Order No. 1 and Approval of BAR - New Items Not Part of the Original Bid and Quantity Over/Under Runs in the Amount of \$98,947.45, Inclusive of NMGRT (BAR Request for a Total of \$48,436.14); TLC Plumbing and Utility. (James Martinez)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

FUNDING SOURCE: 32355.572960

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/29/2015

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JUNE 22, 2015**

ITEM 7

REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 WITH TLC PLUMBING AND UTILITY, INC. FOR NEW ITEMS NOT PART OF THE ORIGINAL BID AND QUANTITY OVER/UNDER-RUNS IN THE AMOUNT OF \$98,947.45 INCLUSIVE OF NMGR

- REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST FOR A TOTAL AMOUNT OF \$48,436.14 (JAMES MARTINEZ)

PUBLIC WORKS COMMITTEE ACTION: Approved

FUNDING SOURCE: 32355.572970.0114900

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: June 9, 2015

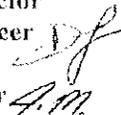
TO: Public Works Committee

VIA:



Isaac Pina, P.E., Public Works Department Director
Desirae L. Lujan, P.E., Roadway & Trails Engineer

FROM: James A. Martinez, E.I.T., Project Administrator



ITEM & ISSUE:

ITEM A) REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 WITH TLC PLUMBING AND UTILITY, INC. – FOR NEW ITEMS NOT PART OF THE ORIGINAL BID AND QUANTITY OVER/UNDER-RUNS IN THE AMOUNT OF \$98,947.45 INCLUSIVE OF NMGRT.

ITEM B) APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) FOR A TOTAL AMOUNT OF \$48,436.14.

BACKGROUND & SUMMARY:

Item A

On December 11, 2013 City Council awarded Bid '14/10/B, CIP #820B/C City of Santa Fe Safe Routes to School Project to TLC Plumbing & Utility of Albuquerque with a base bid amount of \$678,242.69 inclusive of New Mexico Gross Receipts Tax.

The Safe Routes to School Program Projects included pedestrian enhancements including sidewalks, crossings, and traffic calming improvements on various city streets near the following K-8 schools in the City. Chaparral Elementary and Capshaw Middle School (Zia Rd.), Aspen Community Magnet (La Madera Street), Santa Fe Girls School and EJ Martinez Elementary (Botulph Road), Gonzales Community School (Rio Vista Street), Carlos Gilbert Elementary (Catron St.), and Cesar Chavez Elementary (South Meadows Road).

Project Costs & Funding

Funding for this project was made available through a cooperative agreement executed on March 14, 2014 between the NMDOT and City comprising of federal funds and required no local match. The executed Cooperative Agreement granted the city \$578,274.00. Funds in the amount of \$150,480 previously allocated to this project through 2012 CIP Bonds are being utilized to supplement the construction budget. As such, total project funding in the amount of \$728,754.00 is available for construction.

Change order #1, will provide for project over/under runs and new items not originally part of the project. In accordance with Appendix E, Paragraph 8 of the Cooperative Project Agreement, the city requested prior approval from NMDOT for Change Order #1 on January 27, 2015, and obtained concurrence on May 19, 2015. Due to the lapse in time to obtain NMDOT concurrence TLC Plumbing & Utility has completed all change order work referenced below.

The City of Santa Fe has reviewed the change order request and negotiated a total change order in the amount of \$91,459.22 plus \$7,488.22 (NMGR1) for a total amount of \$98,947.45. The table below includes necessary funding for the change order.

Change Order Summary of Work

The following summarizes field modifications required during construction of the project at various locations. Additional detail is included in the body of the change order. Funds are budgeted in Business Unit 32355 as described in the table below and pursuant to the proposed budget adjustment request.

Botulph Road –

- Additional traffic control was required for public and contractor safety during construction
- Extensions to the planned slope stabilization along the roadway and drainage embankment were required to resolve potential future drainage issues and erosion that may occur on Botulph Road due to a deficit of proposed retaining structures (retaining wall, gabion basket, and rip rap).
- To enhance storm water collection an additional drop inlet was added to the south side of the Calle Ojo Feliz and Botulph Road intersection and the proposed concrete rundowns were enlarged to enhance capacity off of Botulph Road at the lowest point of the roadway.
- The plans showed sharrows along Botulph Road, however they were not quantified in the bid, also after placement it was determined they required repositioning due to the close proximity to the curb.
- Milling of the pavement uncovered an additional Manhole requiring adjustment.
- Roadway quantities (cold milling, subgrade prep, asphalt) were increased to correct ponding and maintain positive drainage and correct an existing condition at the Siringo Road and Calle Ojo Feliz intersections.

Catron Street –

- Additional curb and gutter and minor paving were placed to remove existing deteriorated concrete.

Rio Vista –

- As part of the project splitter islands placed at the Rio Vista/Plaza del Oro intersection, patterned concrete was placed in the center of the Splitter Islands to fill the void the new curbing created, which was not included in the original bid.
- Crosswalk markings at the Rio Vista/Plaza del Oro intersection were added to the project.

Zia Road –

- The removal and replacement of a mailbox was required to provide an ADA compliant 5' sidewalk width.

South Meadows –

- An additional valve box adjustment was needed within the new sidewalk.

Item B

To fund change order #1 a BAR requesting design project savings totaling \$16,514.00 be line item transferred to WIP construction and the remainder of \$23,278.00 being reallocated from the Small Drainage business unit 32343.572970.0114900 (WIP Construction) to BU/LI 32355.572970.0114900 (WIP Construction) as detailed in the table below.

The aforementioned funds for the project are budgeted in project Business Unit 32355. The following is a summary of current construction costs, total funds available and additional funds required for construction pursuant to the proposed budget adjustment request. The proposed budget adjustment request utilizes project savings from the design phase of the project and small drainage CIP funds.

CONSTRUCTION COSTS		AMOUNT
TLC Plumbing & Utility Base Bid		\$ 626,914.10
NMGRT 8.1875%		\$ 51,328.59
	Subtotal	\$ 678,242.69
Change Order #1 (\$98,947.45)		
Contingency ~ (for quantity adjustments and change orders as approved)		\$ 50,511.31
Additional Funds Required Pursuant to this Request (See BAR below)		\$ 48,436.14
		\$ 777,190.14
CONSTRUCTION FUNDS		AMOUNT
2012 CIP Bond Funds (32355.572970.0112900)		\$ 150,480.00
NMDOT Cooperative Agreement & First Amendment - Federal Safe Routes to School (32355.572970)		\$ 578,274.00
	TOTAL FUNDING	\$ 728,754.00
Proposed BAR Amount (\$48,436.14)		
		AMOUNT
Proposed BAR from Botolph Road 32355.572960 (WIP Design) -- Project Savings		\$ 16,514.00
Proposed BAR from Small Drainage 32343.572970.0114900 (WIP Construction)		\$ 31,922.14
	PROJECT & FUNDING TOTAL	\$ 777,190.14

RECOMMENDED ACTION:

The Public Works Department recommends the following:

ITEM A

- Approval of Change Order #1 with TLC Plumbing & Utility in the amount of \$98,947.45 (inclusive of NMGRT).

ITEM B

- Approval of a Budget Adjustment Request (BAR) for a total amount of \$48,436.14 under Botolph Road Business Unit 32355 for transfer to Line Item 572970 (WIP Construction) as follows:
 - \$16,514.00 from Business Unit 32355, Line Item 572960 (WIP Design),
 - \$31,922.14 from Business Unit 32343, Line Item 572970.0114900 (WIP Construction).

Attachments:

ITEM A

NMDOT Approval of Change Order #1
 Project Change Order #1
 Summary of Change Order #1
 Contractor Request for Change Order #1
 Construction Agreement
 Summary of Contracts Form

ITEM B

BAR
 NMDOT Cooperative Agreement
 NMDOT Cooperative Agreement – First Amendment

cc: File

**AUTHORIZATION TO PROCEED WITH WORK PENDING SUBMISSION
OF
CONTRACT CHANGE ORDER**

Project No: 820-B/C	Control No: W500030
District: 5	County: Santa Fe
Change Order No. 1	Amount: \$98,947.45
Requested By: City of Santa Fe	Date: 01/27/2015

Proposed Change:

Unexpected construction costs for extended quantities in the amount of \$98,206.09; Additional items not part of the original bid contract to complete the project in the amount of \$32,608.40; And a cost savings in underruns in the amount of -\$29,335.27. The total amount for change order #1 is \$98,947.45 w/NMGRT.

Reason for Change:

To compensate the contractor for additional work needed to complete the Safe Routes to School Project. The project incurred unexpected construction cost for an added retaining wall on Botolph, additional drop inlet on Calle Ojo Feliz, and a more robust design of the rundown structures into the arroyo off Botolph Road. Extended quantity for rebar item was needed for added retaining wall and larger rundowns. Testing allowance was overrun due to testing at each of the various project locations to ensure proper compaction densities and concrete specifications. Other unexpected costs were for additional subgrade preparation, processing, placing, and compacting, and HMA SP-IV paving on Botolph at the intersections of Siringo and Calle Ojo Feliz.

Time Extension: 6 Calendar Days

Approved by [Signature]
Local Government Representative

Date: 1/27/2015

Approved by Will Montoya for David Quintana
Local Government Oversight Engineer

Date: 5/19/15

Approved by Miguel B. Delgado
District 5 Engineer

Date: 5/19/15

Approved by [Signature]
Construction Liaison Engineer

Date: 5/19/15

CIP #20B/C - Santa Fe Safe Routes to School Project					Summary of Changes Data			
BASE BID					NO. OF CHANGE ORDER #1 (2017)			
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID AMOUNTS	CO#	REVISED AMOUNTS	TOTAL	AMOUNT IN RESERVE
				UNIT PRICE		QUANTITY	TOTAL	RESERVE
201000	CLEARING AND GRUBBING	LS	1.00	5,800.00			5,800.00	
203000	UNCLASSIFIED EXCAVATION	CY	700.00	8.20			5,740.00	
203100	BORROW	CY	110.00	41.70			4,587.00	
207000	SUBGRADE PREPARATION	SY	800.00	1.80	CO#1	166.00	6,922.20	(2,335.20)
302000	PROCESSING, PLACING & COMPACTING EXISTING PVMT	SY	2,410.00	3.10	CO#1	3742.61	6,736.70	(5,296.70)
304441	COMPACTED GOLD MILLINGS	SY	800.00	3.45	CO#1	3742.01	11,802.09	(4,131.09)
423203	HMA SP-IV COMPLETE	SY	3,451.00	11.50	CO#1	1375.80	4,746.51	(1,966.51)
515200	REINFORCED CONCRETE FOR MINOR STRUCTURES	CY	31.00	475.00	CO#1	4016.38	46,188.37	(6,501.67)
541200	STRUCTURAL STEEL FOR MISC STRUCTURES	LBS	465.00	2.25	CO#1	65.04	30,894.00	(16,169.00)
570010	18" CULVERT PIPE	LF	77.00	32.00	CO#1	5312.52	11,953.17	(10,906.92)
570036	18" CULVERT PIPE END SECTION	EA	1.00	280.00			280.00	
570050	60" CULVERT PIPE	LF	20.00	275.00			5,500.00	
570061	60" CULVERT PIPE END SECTION	EA	2.00	3,000.00			6,000.00	
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	9,860.00			9,860.00	
601120	REMOVAL OF CURB & GUTTER	LF	2,120.00	4.30	CO#1	2296.26	9,873.92	(757.92)
601130	REMOVAL OF SIDEWALK	SY	1,597.00	5.20	CO#1	1237.38	6,434.23	(1,670.17)
602080	RIPRAP CLASS G	SY	170.00	36.00	CO#1	286.00	10,296.00	(4,176.00)
602200	GABIONS	CY	360.00	185.00	CO#1	450.00	63,250.00	(18,650.00)
603250	DROP INLET PROTECTION TYPE I	EA	1.00	65.00			65.00	
603260	CULVERT PROTECTION	EA	0.00	50.00	CO#1	0.00		400.00
603261	MULCH SOCKS	LF	952.00	1.90	CO#1	962.00	1,827.80	(15.00)
606000	METAL BARRIER W-BEAM	LF	600.00	17.00	CO#1	582.30	9,899.10	(1,320.90)
606050	METAL BARRIER END ANCHORAGE	EA	4.00	2,100.00	CO#1	2.00	4,200.00	4,200.00
607079	PEDESTRIAN/BICYCLE RAILING	LF	100.00	100.00			10,000.00	
608004	CONCRETE SIDEWALK 4"	SY	3,020.00	40.40	CO#1	2794.01	111,262.00	10,746.00
608106	DRIVEPAD 6"	SY	197.00	59.65	CO#1	277.74	16,507.19	(4,616.14)
609200	HEADER CURB 6"X30"	LF	150.00	22.30	CO#1	186.80	4,165.64	(620.64)
609424	CONCRETE VERTICAL CURB & GUTTER 6" X 24"	LF	4,285.00	17.70	CO#1	4050.00	71,828.60	3,663.60
618300	TRAFFIC CONTROL MANAGEMENT	LS	1.00	69,000.00			69,000.00	
621000	MOBILIZATION	LS	1.00	35,000.00	CO#1	1.05	71,709.05	(3,709.05)
623503	TRANSVERSE DROP INLET TYPE III 8" TO 8"	EA	1.00	2,850.00	CO#1	1.03	35,990.00	(890.00)
623901	RECLAMATION SEEDING CLASS A	ACRE	1.00	2,000.00	CO#1	0.50	1,000.00	1,000.00
662400	MANHOLE ADJUSTMENTS	EA	4.00	560.00			2,240.00	(1,120.00)
663955	ADJUST VALVE BOX TO GRADE	EA	13.00	360.00			4,680.00	(1,440.00)
701000	PANEL SIGNS	SF	131.00	24.00	CO#1	41.50	995.00	2,148.00
701005	SOLAR SCHOOL ZONE FLASHERS	EA	2.00	7,000.00			14,000.00	
701100	STEEL/BASE POST FOR ALUMINUM PANEL SIGNS	LF	182.00	12.00	CO#1	103.76	1,245.00	839.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1.00	20,000.00			20,000.00	(1,090.89)
704000	RETROREFLECTORIZED PAINTED MARKING	LF	17,580.00	0.30	CO#1	11957.00	3,587.10	1,686.90
704212	RETROREFLECTIVE PLASTIC PVMT STRIPE 12"	LF	952.00	2.80	CO#1	450.00	1,285.20	1,380.40
704224	RETROREFLECTIVE PLASTIC PVMT STRIPE 24"	LF	20.00	4.40	CO#1	184.00	809.60	(721.60)
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1.00	18,000.00			18,000.00	
801012	TESTING ALLOWANCE	ALLOW	1.00	5,000.00	CO#1	3.74	18,705.00	(13,705.00)
BASE BID							628,914.00	1,370,812.00
CHANGES							1,020,691.00	(500,317.44)
GRAND TOTAL (NET BID)							1,649,605.00	870,494.56
Contingency 8.0571%							\$ 80,511.31	
GRAND TOTAL (GROSS BID)							1,730,116.31	870,494.56
CHANGE ORDER #1 - NEW ITEMS								
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID AMOUNTS	CO#	REVISED AMOUNTS	TOTAL	AMOUNT IN RESERVE
				UNIT PRICE		QUANTITY	TOTAL	RESERVE
X1	MINOR PAVING - 6" Thickness along Catron Street	SY	0.00	26.00	CO#1	108.239	2,814.21	2,814.21
X2	PATTERNED CONCRETE - Rio Vista/Placita de Oro Medians	SY	0.00	41.80	CO#1	14.04	586.87	586.87
X3	CONCRETE VERTICAL CURB & GUTTER 6" X 30" - Catron Street	LF	0.00	19.80	CO#1	454.4	8,937.12	8,937.12
X4	CONCRETE CRADEL - 18" CMP on Calle Ojo Feliz	CY	0.00	475.00	CO#1	1	475.00	475.00
X5	TYPE B DROP INLET	EA	0.00	3,500.00	CO#1	1	3,500.00	3,500.00
X6	MESSAGE BOARD - Botulph Road	LS	0.00	3,025.00	CO#1	22	3,025.00	3,025.00
X7	MAILBOX REMOVE & REPLACE - Zia Road near Carshaw	EA	0.00	110.00	CO#1	1	110.00	110.00
X8	REFLECTIVE PLASTIC SHARROWS (3M 380 TAPE)	EA	0.00	434.50	CO#1	7	3,041.50	3,041.50
X9	TYPE 3 BARRICADE W/7 ARROW SIGN - Delulah & Siringo Intersectin	EA	0.00	715.00	CO#1	1	715.00	715.00
X10	REMOVAL OF PAVEMENT MARKINGS	EA	0.00	82.50	CO#1	1	82.50	82.50
X11	REMOVAL OF PAVEMENT STRIPE	LF	0.00	0.83	CO#1	149.1	123.75	123.75
X12	ADDITIONAL CAL ANDER DAYS	DAY	0.00	-	CO#1	6	-	-
CO#1 NEW ITEMS SUBTOTAL						\$ 23,470.88	\$ 23,470.88	
BASE BID SUBTOTAL							628,914.00	1,370,812.00
CHANGES SUBTOTAL							1,020,691.00	(500,317.44)
NEW PROJECT TOTAL							1,649,605.00	870,494.56
Contingency							\$ 80,511.31	
Total Budget							\$ 1,730,116.31	\$ 870,494.56
Balance							\$ 1,380,116.31	\$ 46,406.14

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT	REVISED QUANTITY	REVISED AMOUNT	AMOUNT PLUS/MINUS
REVISED ITEMS								
201000	CLEARING AND GRUBBING	LS	1.00	\$ 5,800.00	\$5,800.00			
203000	UNCLASSIFIED EXCAVATION	CY	700.00	\$ 8.20	\$5,740.00			
203100	BORROW	CY	110.00	\$ 41.70	\$4,587.00	166.00	\$6,922.20	\$2,335.20
207000	SUBGRADE PREPARATION	SY	800.00	\$ 1.80	\$1,440.00	3742.61	\$6,736.70	\$5,296.70
302000	PROCESSING, PLACING & COMPACTING EXISTING PVMT	SY	2,410.00	\$ 3.10	\$7,471.00	3742.61	\$11,602.09	\$4,131.09
304441	COMPACTED COLD MILLINGS	SY	800.00	\$ 3.45	\$2,760.00	1375.80	\$4,746.51	\$1,986.51
423283	HMA SP-IV COMPLETE	SY	3,451.00	\$ 11.50	\$39,686.50	4016.38	\$46,188.37	\$6,501.87
511000	STRUCTURAL CONCRETE CLASS A	CY	31.00	\$ 475.00	\$14,725.00	65.04	\$30,894.00	\$16,169.00
540060	REINFORCING BARS, GRADE 60	LBS	465.00	\$ 2.25	\$1,046.25	5312.52	\$11,953.17	\$10,906.92
570018	18" CULVERT PIPE	LF	77.00	\$ 32.00	\$2,464.00			
570036	18" CULVERT PIPE END SECTION	EA	1.00	\$ 280.00	\$280.00			
570060	60" CULVERT PIPE	LF	20.00	\$ 275.00	\$5,500.00			
570061	60" CULVERT PIPE END SECTION	EA	2.00	\$ 3,000.00	\$6,000.00			
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$ 9,660.00	\$9,660.00			
601120	REMOVAL OF CURB & GUTTER	LF	2,120.00	\$ 4.30	\$9,116.00	2296.26	\$9,873.92	\$757.92
601130	REMOVAL OF SIDEWALK	SY	1,597.00	\$ 5.20	\$8,304.40	1237.38	\$6,434.23	-\$1,870.17
602060	RIPRAP CLASS G	SY	170.00	\$ 36.00	\$6,120.00	286.00	\$10,296.00	\$4,176.00
602200	GABIONS	CY	360.00	\$ 185.00	\$66,600.00	450.00	\$83,250.00	\$16,650.00
603250	DROP INLET PROTECTION TYPE I	EA	1.00	\$ 65.00	\$65.00			
603260	CULVERT PROTECTION	EA	6.00	\$ 50.00	\$400.00	0.00	\$0.00	-\$400.00
603261	MULCH SOCKS	LF	952.00	\$ 1.90	\$1,808.80	962.00	\$1,827.80	\$19.00
606000	METAL BARRIER W-BEAM	LF	660.00	\$ 17.00	\$11,220.00	582.30	\$9,899.10	-\$1,320.90
606050	METAL BARRIER END ANCHORAGE	EA	4.00	\$ 2,100.00	\$8,400.00	2.00	\$4,200.00	-\$4,200.00
607079	PEDESTRIAN/BICYCLE RAILING	LF	100.00	\$ 100.00	\$10,000.00			
608004	CONCRETE SIDEWALK 4"	SY	3,020.00	\$ 40.40	\$122,008.00	2754.01	\$111,262.00	-\$10,746.00
608106	DRIVEPAD 6"	SY	197.00	\$ 59.65	\$11,751.05	277.74	\$16,567.19	\$4,816.14
609200	HEADER CURB 6"X30"	LF	150.00	\$ 22.30	\$3,345.00	188.80	\$4,185.64	\$820.64
609424	CONCRETE VERTICAL CURB & GUTTER 6" X 24"	LF	4,265.00	\$ 17.70	\$75,490.50	4058.00	\$71,826.60	-\$3,663.90
618000	TRAFFIC CONTROL MANAGEMENT	LS	1.00	\$ 68,000.00	\$68,000.00	1.05	\$71,709.05	\$3,709.05
621000	MOBILIZATION	LS	1.00	\$ 35,000.00	\$35,000.00	1.03	\$35,990.00	\$990.00
623503	TRANSVERSE DROP INLET TYPE III 0' TO 8'	EA	1.00	\$ 2,850.00	\$2,850.00			
623001	RECLAMATION SEEDING CLASS A	ACRE	1.00	\$ 2,000.00	\$2,000.00	0.50	\$1,000.00	-\$1,000.00
662400	MANHOLE ADJUSTMENTS	EA	4.00	\$ 560.00	\$2,240.00	6.00	\$3,360.00	\$1,120.00
663855	ADJUST VALVE BOX TO GRADE	EA	13.00	\$ 360.00	\$4,680.00	17.00	\$6,120.00	\$1,440.00
701000	PANEL SIGNS	SF	131.00	\$ 24.00	\$3,144.00	41.50	\$996.00	-\$2,148.00
701005	SOLAR SCHOOL ZONE FLASHERS	EA	2.00	\$ 7,000.00	\$14,000.00			
701100	STEEL/BASE POST FOR ALUMINUM PANEL SIGNS	LF	182.00	\$ 12.00	\$2,184.00	103.75	\$1,245.00	-\$939.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1.00	\$ 20,000.00	\$20,000.00	1.05	\$21,090.89	\$1,090.89
704000	RETROREFLECTORIZED PAINTED MARKING	LF	17,580.00	\$ 0.30	\$5,274.00	11957.00	\$3,587.10	-\$1,686.90
704212	RETROREFLECTIVE PLASTIC PVMT STRIPE 12"	LF	952.00	\$ 2.80	\$2,665.60	459.00	\$1,285.20	-\$1,380.40
704224	RETROREFLECTIVE PLASTIC PVMT STRIPE 24"	LF	20.00	\$ 4.40	\$88.00	184.00	\$809.60	\$721.60
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1.00	\$ 18,000.00	\$18,000.00			
801012	TESTING ALLOWANCE	ALLOW	1.00	\$ 5,000.00	\$ 5,000.00	3.74	\$18,705.00	\$13,705.00
								\$67,988.27
NEW ITEMS								
X1	MINOR PAVING - 6" Thick by 1.5' wide along Catron Street	SY	0.00	\$ 26.00	\$ -	108.24	\$ 2,814.24	\$2,814.24
X2	PATTERNED CONCRETE - Rio Vista/Placita de Oro Medians	SY	0.00	\$ 41.80	\$ -	14.04	\$ 586.87	\$586.87
X3	CONCRETE VERTICAL CURB & GUTTER 6" X 30" - Catron Street	LF	0.00	\$ 19.90	\$ -	454.4	\$ 8,997.12	\$8,997.12
X4	CONCRETE CRADEL - 18" CMP on Calle Ojo Feliz for Additional Drop Inlet	CY	0.00	\$ 475.00	\$ -	1	\$ 475.00	\$475.00
X5	TYPE B DROP INLET - Additional DI on Calle Ojo Feliz	EA	0.00	\$ 3,500.00	\$ -	1	\$ 3,500.00	\$3,500.00
X6	MESSAGE BOARD - Botulph Road	DAY	0.00	\$ 137.50	\$ -	22	\$ 3,025.00	\$3,025.00
X7	MAILBOX REMOVE & REPLACE - Zia Road near Capshaw	EA	0.00	\$ 110.00	\$ -	1	\$ 110.00	\$110.00
X8	REFLECTIVE PLASTIC SHARROWS (3M 380 TAPE)	EA	0.00	\$ 434.50	\$ -	7	\$ 3,041.50	\$3,041.50
X9	TYPE 3 BARRICADE w/W-7 ARROW SIGN - at Botulph & Siringo Intersection	EA	0.00	\$ 715.00	\$ -	1	\$ 715.00	\$715.00
X10	REMOVAL OF PAVEMENT MARKINGS	EA	0.00	\$ 82.50	\$ -	1	\$ 82.50	\$82.50
X11	REMOVAL OF PAVEMENT STRIPE	LF	0.00	\$ 0.83	\$ -	149.1	\$ 123.75	\$123.75
X12	ADDITIONAL CALANDER DAYS	DAY	0.00	\$ -	\$ -	6.00	\$ -	\$0.00
								\$23,470.96
TOTAL CHANGE ORDER W/O TAX								\$91,459.23

Original Contract	\$	626,914.10	Net Change	\$	91,459.23	NEW PROJECT SUBTOTAL	\$	718,373.33	
NMGR	5.1875%	\$	51,328.59	NMGR	\$	7,488.22	NMGR	\$	58,016.82
Original Total	\$	678,242.69	CO Total	\$	98,947.45	NEW PROJECT TOTAL	\$	777,190.14	
Previous Change Orders	\$	-							
Contingency	8.0571%	\$	50,511.31						

CITY OF SANTA FE
ENGINEERING DIVISION
PROJECT CHANGE ORDER

TO: TLC Plumbing & Utility
5000 Edith N.E.
Albuquerque, NM 87107

Change Order No. One
Project No.: CIP #820 B/C
Project Name: Santa Fe Safe Routes to School Project

Your are authorized to make a change in the above contract as follows:

INCREASE:

Extended Quantities (See back of form for breakdown)	\$ 97,343.53
Additional Items - not part of original proposal (See back of form for breakdown)	\$ 23,470.96

REDUCTION:

Reduced Quantities (See back of sheet for breakdown)	-\$29,355.27
Liquidated Damages	\$ -
SUBTOTAL	\$ 91,459.23
NMGRT 8.1875%	\$ 7,488.22
TOTAL CHANGE ORDER	\$ 98,947.45

JUSTIFICATION:

Change order #1 is to compensate the contractor for additional work needed to complete the Safe Routes to School Project. The project incurred some unexpected construction costs that were not part of the original bid, and items that were over & underrun. A list of items, locations, and quantities are mentioned on the attached page (Justification Cont.):

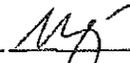
The incurred extended expenses are in the amount of \$97,343.53. The project had a savings for several items in the amount of \$29,355.27. Additional items not part of the original contract, were needed to complete the project were in the amount of \$23,470.96. The total amount of the Change Order #1 was \$98,947.45 w/NMGRT.

Contract Time Adjustments:

The project was substantially completed on August 18, 2014. Six calendar days were added to the contract for change order work, the Physical Completion Date will be August 22, 2014.

All other provisions of the original contract and of the contract bond, including those related to the time, manner and scope of work and payment shall continue unaltered. This document constitutes a binding contractual amendment to the above parent contract, although it is mutually understood that the quantities and total costs herein are estimates only.

Contractor TLC Plumbing & Utility Title Dept. Mgr
By  Date 06/08/2015

Recommended _____ 2015	_____
	ROADWAY & TRAILS ENGINEERING DIVISION DIRECTOR
Recommended _____ 2015	_____
	PUBLIC WORKS DEPARTMENT DIRECTOR
Recommended _____ 2015	_____
	FINANCE DEPARTMENT DIRECTOR
Recommended _____ 2015	_____
	MAYOR OR CITY MANAGER
Recommended _____ 2015	_____
	<u></u> <u></u>
	CITY ATTORNEY
Attest _____ 2015	_____
	CITY CLERK

CITY OF SANTA FE
ENGINEERING DIVISION
PROJECT CHANGE ORDER
JUSTIFICATION CONT.

Additional Items Not Part of Original Bid:

Catron Street

Item No. X1: Minor Paving, Paved 108.24 SY

Item No. X2: Concrete Vertical Curb & Gutter 6" x 30", Placed 454.4 LF

Rio Vista

Item No. X3 Patterned Concrete for Splitter Islands, Placed 14.04 SY

Zia Road

Item No. X7: Mailbox remove and replace – Relocation (1)

Botulph Road

Item No. X4: Constructed (1) Concrete Cradle w/18" CMP to connect Type B to Type 1 Drop Inlet Culvert

Item No. X5: Type B Drop Inlet – added (1) at Intersection of Calle Ojo Feliz

Item No. X6: Message Board – Used (1) message board to notify public of upcoming closures

Item No. X8: Reflective Plastic Sharrows – (7) not accounted for in original bid

Item No. X9 Type 3 Barricade – Placed (1) at intersection of Siringo and Botulph

Item No. X10: Removal of Pavement Markings – Remove (1) and replace position of sharrows

Item No. X11: Removal of Pavement Stripe – Remove 149.1 LF of stripe at gore to properly mark business entrance at Kiva Court

Item No. X12: Additional Calendar Days - (6) Calendar days added to complete added retaining wall & rundowns

Extended Items:

Botulph Road

Item No. 203100: Borrow Material - Additional 56.00 CY used to widen roadway and easements into arroyo

Item No. 207000: Subgrade Preparation - Additional 2942.61 SY added

Item No. 423283: HMA SP-IV Complete – Added 565.38 SY of pavement to correct grade issues & alleviate ponding issues

Item No. 662400: Manhole adjustments - Additional (2) beneath existing asphalt

Item No. 304441: Compacted cold millings - Additional 575.80 SY needed for added paved areas

Item No. 540060: Reinforcing Bars, Grade 60 - Additional 4,497.52 Lbs. for rundowns and added retaining wall

Item No. 511000: Structural Concrete Class A - Additional 34.04 CY of Concrete on rundowns and added retaining wall

Item No. 602060: Riprap Class G – Additional 116.00 SY placed along the sides of the rundowns and edge of swale

Item No. 602200: Gabions – Additional 90.00 CY for extended section to contain material for wider utility easement

South Meadows

Item No. 663855: Adjust Valve Box to Grade – Additional (4) adjustments needed within sidewalk

Item No. 663855: Adjust Valve Box to Grade – Additional (4) adjustments needed within sidewalk

Rio Vista

Item No. 704224: Retroreflective Plastic Pavement Stripe 24" – Placed additional 164.00 LF for crosswalks



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | | |
|---|-------------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input checked="" type="checkbox"/> |

2 Name of Contractor TLC Plumbing & Utility

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$678,242.69

Termination Date: September 30, 2015

Approved by Council Date: December 11, 2013

or by City Manager Date: _____

Contract is for: CIP# 820-B/C City of Santa Fe Safe Routes to School Project

Amendment # 1 to the Original Contract# 14-0069

Increase/(Decrease) Amount \$ 98,947.45

Extend Termination Date to: N/A

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: Change Order #1 - Additional items, over & underruns during construction.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 678,242.69 of original Contract# 14-0069 Termination Date: 09/30/2015

Reason: Safe Route to School Project

Amount \$ 98,947.45 amendment # 1 Termination Date: 09/30/2015

Reason: Change Order #1 - Additional items, over & underruns during construction.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP RFQ Sole Source Other

6 **Procurement History:** _____
example: (First year of 4 year contract)

7 **Funding Source:** NMDOT/ CIP Bond **BU/Line Item:** 32355.572970

8 **Any out-of-the ordinary or unusual issues or concerns:** _____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** James Martinez *J.M.* Phone # 955-6953

Division Contract Administrator: Becky Casper *BC*

Division Director: Isaac J. Pino *Isaac J. Pino*

Department Director: Isaac J. Pino

10 **Certificate of Insurance attached.** (If original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** RFB #14/09/B was used to qualify the lowest bidder.

12 **Prior year's contract amount?:** NA

13 **Describe service impact from an ongoing commitment to the contractor:** NA

14 **Why staff cannot perform the work?:** Construction project

15 **If extending contract, why?:** NA

16 **Was a Santa Fe company awarded contract? If not, why?:** No, local preference is not allowed due to federal funding.

17 **Has the contract been approved as to form by City Attorney's Office?:** Yes

18 **Is this for City Manager or Council approval?:** Yes

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Note: If further information needs to be included, attach a separate memo.

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE		
PW/ Roadway & Trails				06/08/2015		
ITEM DESCRIPTION	BU / LINE ITEM	<i>--(Finance Dept Use Only)--</i>		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
WIP Design	32355.572960	0114900			\$ 16,514.00	
WIP Construction	32355.572970	0114900		\$ 16,514.00		
WIP Construction	32343.572970	0114900			\$ 31,922.14	
WIP Construction	32355.572970	0114900		\$ 31,922.14		
JUSTIFICATION: <i>(use additional page if needed)</i>				TOTAL	\$ 48,436.14	\$ 48,436.14

--Attach supporting documentation/memo

Transfer funds to cover Safe Routes to School - Change order #1

James martinez/B Casper 06/08/15 Prepared By Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>	 Budget Officer Date
Division Director Date	City Council Approval Date <input type="checkbox"/>	Finance Director Date
 Department Director Date	Agenda Item #: <input type="checkbox"/>	City Manager Date

B.1 Construction Agreement

(Revised 4/24/2000)

ITEM # 14-0069

THIS AGREEMENT dated 12/11, 2013, is made and entered into by and between the City of Santa Fe, a New Mexico municipal corporation, hereinafter called the "City" and TLC Plumbing & Utility. Hereinafter called the "Contractor" for construction of the City of Santa Fe Safe Routes to School Project - CIP #820-B/C

The City and the Contractor agree as follows:

1. To perform this contract and construct the work in accordance with the terms and conditions of these Contract Documents, including the following documents:
 - a) Agreement (this instrument);
 - b) Addenda to Contract Documents, if any;
 - c) Legal and Procedural Documents;
 1. Bid Form;
 2. Instructions for Bidders;
 3. Advertisement inviting bids dated: September 4, 2013;
 4. Supplemental General Provisions;
 - d) Special Provisions;
 - e) Supplemental Specifications;
 - f) Bonds;
 1. Performance Bond;
 2. Labor and Material Payment Bond;
 3. Bid Guarantee;
 - g) Insurance Requirements.
 - h) The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2007 Edition";
 - i) The "New Mexico Standard Specifications for Public Works Construction, 1987 Edition";
 - j) Plans and Drawings;
 - k) Everything else bound in these documents
 - l) The sequence of construction and traffic control plan.
2. There is one (1) original signed copy of this agreement.
3. **Compensation:**
Base Bid Amount: \$626,914.10 to which applicable New Mexico Gross Receipt Taxes will be added. The Contractor agrees to timely remit this GRT to NMTRD. If the Contractor ever receives a refund of this Gross Receipt Tax, or any portion thereof, the Contractor agrees to permit the entire refund to the City immediately.

4. **Term:** The Contract Completion Time for this contract is 90 Calendar Days for Botolph Road (Part 1) and 40 Calendar Days for all other safe routes to school locations (part 2). The Contract Completion Time count will commence on the date specified in the Notice to Proceed submitted to the Contractor by the City and shall end upon **Physical Completion** of the contract. All work in the contract, including bid alternates (if applicable), shall be completed within this time in accordance with the definition of "Physical Completion" in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the "Contract Completion Time." The contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.
5. **Appropriations:** The terms of this agreement are contingent upon sufficient appropriations and authorizations being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
6. **Scope of Agreement:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
7. **Indemnification:** The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.
8. **New Mexico Tort Claims Act:** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
9. **Status of Contractor; Responsibility for Payment of Employees and Subcontractors:**
 - A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City.

The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

10. **Confidentiality:** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
11. **Conflict of Interest:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.
12. **Third Party Beneficiaries:** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
13. **Records and Audit:** The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.
14. **Applicable Law; Choice of Law; Venue:** Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

15. **Amendment:** This Agreement shall not be altered, changed or modified except by a Amendment executed by the parties hereto.
16. **Scope of Agreement:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
17. **Non Discrimination:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.
18. **Severability:** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS whereof the parties have executed this contract.

CONTRACTOR

CITY OF SANTA FE

By *[Signature]*

By *[Signature]*
David Coss, Mayor

Title President

And

By _____

ATTEST:

Title _____

[Signature]
Yolanda Y. Vigil, City Clerk
12-11-13 *ccmtg*

51429, GA98, GB98, GF98, EE98, MM98
N.M. Contractor's License No. & Type

85-0410487
N.M. Taxation & Revenue CRS No.

L1214291520
City of Santa Fe Business Registration No.

APPROVED AS TO FORM:

[Signature]
Geno Zamora, City Attorney
10/24/13

APPROVED:

[Signature]
Finance Department
32355, 572970

ITEM # 13-0323

Contract Number D14074
Vendor Number 0000054360
Control Number W500030

COOPERATIVE PROJECT AGREEMENT

This Agreement is made and entered into this 17th day of MAY, 2013, by and between the New Mexico Department of Transportation (Department) and the City of Santa Fe (City), collectively referred to as the "Parties."

In consideration of the covenants contained herein and pursuant to NMSA 1978, § 67-3-28, the Parties agree as follows:

SECTION ONE: PURPOSE

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the City for a transportation project described in the City's Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). This Project is referred to interchangeably as "Project" or "Project Control No. W500030." The Project is a joint and coordinated effort for which the Department and the City each have authority or jurisdiction.

SECTION TWO: FUNDING

1. The total funding for Project Control No. W500030, is Five Hundred Thousand Dollars (\$500,000) which will be as follows:

A. **2012/2013 Safe Routes to School Infrastructure (SRSI) Funds** \$500,000
Department's 100% share

Safe Routes to School improvements to include the following locations as approved by the District and NM SRTS Coordinator:

Chaparral Elementary School and Capshaw Middle School

To design and construct pedestrian improvements including sidewalk and crossings on Zia Rd.

Aspen Community Magnet School

To design and construct pedestrian improvements including traffic calming, medians and crossings on La Madera St. from Agua Fria St. to Alto St.

Capshaw Middle School, Santa Fe Girls School, and EJ Martinez Elementary School

To design and construct pedestrian improvements including sidewalk, curb and gutter on Botolph Rd. from Siringo Rd. to Kiva Court.

Gonzales Community School

To design and construct pedestrian and intersection improvements including traffic calming and crossings on Placita de Oro and Rio Vista St.

Ortiz Middle School and Sweeny Elementary School

To design and construct pedestrian improvements including crossings on South Meadows Rd.

Carlos Gilbert Elementary School

To design and construct pedestrian and intersection improvements including sidewalk and crossings on Catron St. from Guadalupe St. to Griffin St.

Cesar Chavez Elementary School

To design and construct pedestrian improvements including sidewalk, crossing and various street improvements around Cesar

B. The Total Project Funding \$500,000

2. The City shall pay all Project costs that exceed the total funding amount specified in this section.
3. FHWA’s obligation of federal funds shall be supported by a certified cost estimate based on the City’s Engineer’s Estimate of Probable Cost. The engineer’s estimate shall be submitted to the Department’s Regional Division Manager or Designee prior to the PS&E Review pursuant to 23 CFR Part 630B.
4. After the project is advertised, bids shall be submitted to the Department’s Regional Division Manager or Designee, who will review and determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The City’s approved responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA’s obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
5. The City shall abide with the conditions identified within 23 CFR 635.120 in entirety. If the City identifies additional work that may be justifiable in incorporating into the construction contract this work shall be reviewed and approved by the Department prior to commencing with the additional work.

SECTION THREE: METHOD OF PAYMENT--REIMBURSEMENT

The Department’s District Office shall reimburse the City upon receipt of payment requests for the purposes stated in Section Two, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices shall be submitted monthly to the Department District Office. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are

properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the City for corrections.

The Department's District Office will not reimburse the City for costs incurred prior to the full execution of the Agreement and obligation of federal funding, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Costs incurred prior to FHWA authorization require additional justification pursuant to 23 CFR Part 1.9. Final payment requests shall be submitted to the Department's District Office within four months of completion of the project and prior to the termination date identified within Section Twenty.

SECTION FOUR: CITY SHALL

1. Be the lead agency for the Project.
2. Use the Project Control Number in all correspondence and submittals to the Department.
3. Pay all costs, perform all labor, and supply all material for the Project.
4. Identify a Project Manager who shall be the single point of contact to the Department.
5. Adopt a written resolution of support for the Project, including, as appropriate, an assumption of ownership, liability, maintenance, related amenities, and the availability of required matching funds.
6. Obtain approval from the Department's Regional Division Manager or Designee of PS&E Package which includes the following:
 - a. Construction Plans;
 - b. Engineer's Estimate/Engineer's Opinion of Probable Cost;
 - c. Specifications; and,
 - d. Contract Book.
7. Obtain written authorization from the Department prior to advertising the Project for bids or performing work with the City's personnel, equipment, and /or resources.
8. Advertise, let, and supervise the construction of Project Control No. W500030 using applicable federal, state or local requirements.
9. If the Project is to be put out for bid, prepare a final, detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price, and cost of the items based on the bid price.
10. If the Project will be built with City resources, prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District Office.
11. Obtain Department agreement in awarding the bid.
12. Register and enter all required data into B2Gnow and LCPtracker programs and contractually require the prime contractor and subcontractors to do the same.
13. Submit reimbursement requests monthly in the Department's federal aid format to include details of the quantities allowed on various items of work.
14. Agree that the Department has the option to terminate this Agreement if the City's Certification Package is not received by the Department's Regional Division Manager or Designee by August 15th of the year in which the project funds are programmed. The Certification Package shall remain in the City's project file for five years after project completion and shall contain, the following documents:
 - a. Signed Certification of Pre-Construction Phase (**Appendix F-1**);
 - b. Estimate of T/LGA Project Pay-Out (**Appendix F-2**);
 - c. The PS&E assembly;

- d. Environmental clearance and certification documentation;
 - e. The State Historic Preservation Officer's concurrence;
 - f. Right of Way certification documentation;
 - g. Utility certification documentation;
 - h. Intelligent Transportation Systems (ITS) certification documentation; and,
 - i. Railroad certification documentation.
15. Agree that if current federal fiscal year funding is not obligated by **September 30th**, this Agreement shall terminate. However, if prior federal fiscal year funding has been authorized, this Agreement will remain in effect. If the City cannot meet the federal fiscal year deadline, and the money is reprogrammed for the next fiscal year, this Agreement will remain in effect.
16. Be responsible for preliminary engineering, environmental documentation, right-of-way activities, project development, utility coordination, project construction, and construction management and testing.
- a. Construction management and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations.
 - b. The City's award of contracts for construction management or inspection services must be pre-approved by the Department's Regional Division Manager or Designee.
 - c. If the City hires construction management or inspection services, City shall provide copies of any applicable task order, contract and supporting procurement documents to the Department's Regional Division Manager or Designee prior to the Project construction start date.
17. Be responsible for all applicable design, pre-construction and maintenance activity including, but not limited to the following:
- a. utility coordination and relocation;
 - b. drainage and storm drain design;
 - c. geotechnical design;
 - d. pavement design;
 - e. traffic design;
 - f. structural design;
 - g. obtaining environmental and cultural resource clearances;
 - h. right-of-way mappings;
 - i. right-of-way acquisition;
 - j. submitting acceptable hazardous materials reports;
 - k. public involvement;
 - l. agency coordination;
 - m. permit application;
 - n. blading;
 - o. shaping;
 - p. snow removal;
 - q. gravel;
 - r. repair of washouts; and,
 - s. chip scaling.
18. Develop and execute the Project in accordance with the Department's current Tribal/Local Government Agency Handbook, Construction Procedures Handbook for Federal Aid Local

Government Lead Projects, and the New Mexico Transportation Department's Office Procedures Manual.

19. Insure all designs comply with **Appendix A**, "Preliminary Engineering/Construction Engineering" to be performed under the direct supervision of a Registered New Mexico Professional Engineer and/or Registered New Mexico Architect, as required by NMSA 1978, §§ 61-23-21 and 61-15-1.
20. Design the Project in accordance with **Appendix C**, "Design Standards," which is hereby incorporated in this Agreement.
21. Comply with **Appendix D**, "Survey and Right of Way Acquisition Requirements," which is hereby incorporated in this Agreement.
22. Comply with **Appendix E**, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.
23. Submit all required environmental documents to the Department's Environmental Design Division. The Department shall coordinate all activities related to environmental certifications through the FHWA.
24. Warrant, covenant, and agree that the City will comply with conditions and terms contained in **Appendices A through F-2**. The City will perform any and all applicable obligations contained herein.
25. Complete the environmental process as described in the Department's Tribal/Local Government Agency Handbook and in accordance with state and federal guidelines and regulations including the National Environmental Policy Act (NEPA), FHWA Technical Advisory T 6640.8, 23 CFR Part 771, and guidance for preparing environmental documents. This effort includes, but will not be limited to:
 - a. A Location Corridor Study (if applicable) as described in **Appendix B**. Initiate and cause to be prepared, an Initial Corridor Analysis Report "Phase A Report," a Location Study Report "Phase B Report," and the appropriate level of environmental documentation "Phase C";
 - b. Submittal of a scope of work to the Department's Environmental Design Division to determine the level of effort needed for completing the environmental certification process;
 - c. Conducting a cultural resources survey if required, and submitting the cultural resources survey report to the Department's Environmental Design Division for review and submittal to SHPO. The survey will be conducted and the report will be prepared in accordance with the Department's Guidelines for Cultural Resource Investigations;
 - d. Conducting and documenting hazardous materials investigations according to the Department's Environmental Geology Bureau's Hazardous Materials Assessment Handbook. The appropriate environmental documents will be prepared by a qualified environmental professional, as defined in 40 CFR Part 312, and submitted to the Department's Environmental Geology Bureau for review;
 - e. Conducting and documenting the appropriate public notifications and public involvement activities;
 - f. Submittal of appropriate and acceptable NEPA documents prepared by a qualified environmental professional to the Department's Environmental Design Division for review and certification. "Acceptable" means documents that meet the criteria specified in the Department's Tribal/Local Government Agency Handbook; and,

- g. Produce and distribute to regulatory agencies and interested parties the appropriate number of copies of environmental documents.
- 26. Comply with **Appendix H-1** if the Project involves lighting and/or highway lighting.
- 27. Comply with **Appendix H-2** if the Project involves signal(s) and/or highway signal(s).
- 28. Shall register with www.ccr.gov and DUNS and provide such information to the Department as well as the total compensation and names of the City's top five executives to comply with the Federal Funding Accountability and Transparency Act of 2006.
- 29. If the City has received a combined \$500k in Federal Funding, which under OMB Circular A-133 requires the City to have a single audit performed, the City must provide the Department a copy of the most recent completed audit report before the start of work.

SECTION FIVE: DEPARTMENT SHALL

- 1. Assign a representative to provide technical assistance to develop, monitor and oversee the project.
- 2. Provide copies of environmental guidelines, Location Corridor Study Procedures, laws, and regulations, as requested.
- 3. Review NEPA and related environmental documentation for appropriate level of effort and acceptability.
- 4. Transmit NEPA documents to the FHWA for review and approval.
- 5. Review cultural resource technical reports and coordinate consultation between FHWA and the State Historic Preservation Officer.
- 6. Review hazardous material investigation deliverables to ensure they are ASTM- and NMDOT-compliant.
- 7. Review required certification documents for completion prior to requesting obligation of federal funding. Review of documents by the Department does not relieve the City or its consultants of their responsibility for errors and omissions.

SECTION SIX: BOTH PARTIES AGREE

Upon termination of this Agreement, the City shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

SECTION SEVEN: PROJECT RESPONSIBILITY

The City is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the City, unless stated otherwise in **Appendices H-1 and H-2**.

SECTION EIGHT: CITY SOLE JURISDICTION

The Department is not incorporating this Project into the State Highway System. After the completion of this Agreement, ownership of the project shall remain with the City.

SECTION NINE: LEGAL COMPLIANCE

The City shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996

(P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the City shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The City shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

SECTION TEN: FEDERAL GRANT REPORTING REQUIREMENTS

Under the Federal Funding Accountability and Transparency Act, the DEPARTMENT is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov.

The type of information the DEPARTMENT is required to report includes:

1. Name of SUBGRANTEE receiving the award;
2. Amount of Award;
3. Funding Agency;
4. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
5. Program source;
6. Award title descriptive of the purpose of the funding action;
7. Location of the SUBGRANTEE, which includes the Congressional District;
8. Place of performance of the program or activity, which includes the Congressional District;
9. Unique identifier – DUNS -- of the SUBGRANTEE and its parent organization, if one exists; and,
10. Total compensation and names of the top five executives of the SUBGRANTEE. This information is required, if the SUBGRANTEE 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.

The DEPARTMENT will extract as much information as possible from the SUBGRANTEE'S grant application and standard reports. As specified in Section Four, Paragraph 28, the SUBGRANTEE will be required to provide the total compensation and names of the SUBGRANTEE'S top five executives, if applicable, and shall register with www.ccr.gov and DUNS and provide that information to the DEPARTMENT.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

SECTION ELEVEN: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM OBLIGATIONS

1. DBE Goal Setting -- In accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the City is required to meet that goal through its contractors or demonstrate good faith efforts. The City shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.
2. Record Keeping Responsibilities -- The City shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department's Office of Equal Opportunity Programs (OEOP). The OEOP can be contacted as follows:

New Mexico Department of Transportation
OEOP
Aspen Plaza, Suite 107
1596 Pacheco Street
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

3. Sanctions -- Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the City fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

SECTION TWELVE: ON-THE-JOB TRAINING (OJT) PROGRAM OBLIGATIONS

1. OJT Goal Setting -- In the event the Department assigns a project specific OJT goal, the City is required to meet that goal through its contractors. If a project specific goal is assigned, the City shall include the Department's On The Job Training Program and Special Provisions (January 1, 2012) in the City's Invitation to Bid and resulting contracts. The City shall also ensure that an OJT Plan and Training Schedule is provided to the Department at the pre-construction conference.
2. Record Keeping Responsibilities -- The City is responsible to appoint or have its prime contractor appoint an OJT liaison officer who is responsible for ensuring compliance with the OJT goal, plan and training schedule. OJT compliance efforts will be reported to the Department's Project Manager and tracked through the LCPtracker software.
3. Sanctions -- Compliance with the OJT provisions is mandatory. Failure to comply with the OJT provisions shall be treated as a violation of this Agreement. Further, if the City fails to comply with the OJT provisions, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

SECTION THIRTEEN: EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND TITLE VI PROGRAM OBLIGATIONS

1. City Assurances – Each contract the City enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (DOT), and any subcontract thereto, shall include the assurances contained in **Appendix G, G-1, G-2 and G-3**:
2. The City shall sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix. By signing **Appendix G, ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the City.
3. The City shall require recipients to sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix for each contract the City enters into with a construction contractor, design consultant, other consultant or recipient on a DOT-assisted project, and any subcontract thereto.

SECTION FOURTEEN: THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION FIFTEEN: NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the City arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq.

SECTION SIXTEEN: OFFICE OF INSPECTOR GENERAL REVIEWS

The City 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.

- a. **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 head of the department or agency concerned.
 - i. **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, 5 U.S.C. App. §§ 3 or 8G, 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.
- ii. 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.
 - iii. 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 government agency administering the contract, regarding such transactions.
 - iv. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- b. New Mexico Department of Transportation/Office of Inspector General as specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

SECTION SEVENTEEN: ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements. The City shall maintain all records and documents relative to the Project for five years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual (December 2009 Edition)." The City shall furnish the Department, State Auditor, or appropriate Federal Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the City shall reimburse that portion to the Department within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty days of written notification.

SECTION EIGHTEEN: APPROPRIATION

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the City. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA,

encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION NINETEEN: TERMS OF THIS AGREEMENT

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

SECTION TWENTY: TERMINATION

1. This Agreement shall terminate on **September 30, 2015**. Neither party shall have any obligation after said date except as stated in Section Seven.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the City and a contractor within one year from the date the funds have been authorized by the FHWA.
3. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months.
4. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
5. The Department may, at its option, terminate this Agreement if the City fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION TWENTY ONE: SEVERABILITY

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

SECTION TWENTY TWO: AMENDMENT

This Agreement shall not be altered, modified, supplemented, or amended except by an instrument in writing and executed by the Parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: *Kathryn E. Bender* Date: 5/17/13
Kathryn E. Bender, Deputy Secretary
Programs & Infrastructure

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: *Cynthia A. Abbott* Date: 5-23-13
Assistant General Counsel

CITY OF SANTA FE

By: *David Coon* Date: 5-10-13
Mayor

ATTEST

By: *Yacanda y. Higuera* Date: 5-10-13
City Clerk *5/8/13*

APPROVED AS TO FORM BY THE CITY ATTORNEY

By: *Judith Aron* Date: 4/29/13
City Attorney

By: *James J. ...* Date: 5/9/13
City Finance Director

Contract Number	<u>D14074/1</u>
Vendor Number	<u>0000054360</u>
Control Number	<u>W500030</u>

**FIRST AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT**

This Amendment is made and entered into this 14th day of March, 2014, by and between the New Mexico Department of Transportation (Department) and the City of Santa Fe (City), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the City entered into a Cooperative Project Agreement on May 17, 2013, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section Twenty Two, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, a STIP Amendment added \$100,000 to the total funding for the project; and,

Whereas, it has become necessary to amend the Agreement to increase the total funding of the project. The termination date shall remain the same.

Whereas, the Department and the City agree that the original Cooperative Project Agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Page 1, Section Two, Paragraph 1, of the original agreement delete and replace with:
 1. The total funding for Project Control No. W500030, is Six Hundred Thousand Dollars (\$600,000) which will be shared by the Parties as follows:
 - A. 2012/2013 Safe Routes to School Infrastructure (SRSI) Funds
Department's 100% share \$500,000
 Safe Routes to School improvements to include the following locations as approved by the District and NM SRTS Coordinator:

Chaparral Elementary School and Capshaw Middle School
 To design and construct pedestrian improvements including sidewalk and crossings on Zia Rd.

Aspen Community Magnet School
 To design and construct pedestrian improvements including traffic calming, medians and crossings on La Madera St. from Agua Fria St. to Alto St.

Capshaw Middle School, Santa Fe Girls School, and EJ Martinez Elementary School

To design and construct pedestrian improvements including sidewalk, curb and gutter on Botulph Rd. from Siringo Rd. to Kiva Court.

Gonzales Community School

To design and construct pedestrian and intersection improvements including traffic calming and crossings on Placita de Oro and Rio Vista St.

Ortiz Middle School and Sweeny Elementary School

To design and construct pedestrian improvements including crossings on South Meadows Rd.

Carlos Gilbert Elementary School

To design and construct pedestrian and intersection improvements including sidewalk and crossings on Catron St. from Guadalupe St. to Griffin St.

Cesar Chavez Elementary School

To design and construct pedestrian improvements including sidewalk, crossing and various street improvements around Cesar

B. 2014/2015 Safe Routes to School Infrastructure (SRSI) Funds

Department's 100% share

\$100,000

Safe Routes to School improvements to include the following locations as approved by the District and NM SRTS Coordinator:

Chaparral Elementary School and Capshaw Middle School

To design and construct pedestrian improvements including sidewalk and crossings on Zia Rd.

Aspen Community Magnet School

To design and construct pedestrian improvements including traffic calming, medians and crossings on La Madera St. from Agua Fria St. to Alto St.

Capshaw Middle School, Santa Fe Girls School, and EJ Martinez Elementary School

To design and construct pedestrian improvements including sidewalk, curb and gutter on Botulph Rd. from Siringo Rd. to Kiva Court.

Gonzales Community School

To design and construct pedestrian and intersection improvements including traffic calming and crossings on Placita de Oro and Rio Vista St.

Ortiz Middle School and Sweeny Elementary School

To design and construct pedestrian improvements including crossings on South Meadows Rd.

Carlos Gilbert Elementary School

To design and construct pedestrian and intersection improvements including sidewalk and crossings on Catron St. from Guadalupe St. to Griffin St.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: *Kathryn E. Bender*
Kathryn E. Bender, Deputy Secretary
Programs & Infrastructure

Date: 3/14/14

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: *Gonzalo A. Chert*
Assistant General Counsel

Date: 2-28-14

CITY OF SANTA FE

By: *Dick Cross*
Mayor

Date: 3-3-14

ATTEST

By: *Golanda y. Vigil*
City Clerk
COMTS 12-11-13 P.O.

Date: 3-10-14

APPROVED AS TO FORM BY THE CITY ATTORNEY

By: *Justenmen for*
City Attorney

Date: 3/7/14

By: *[Signature]*
City Finance Director

Date: 3/3/14