



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 07/29/2015**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 07/13/2015**

**ISSUE:**

17. Request for Approval of a Resolution in Support of Defouri and Guadalupe Street Bridge Improvements Funded Through a Municipal Arterial Program Cooperative Agreement With the New Mexico Department of Transportation. (Councilor Trujillo) (Desiree Lujan)

**Committee Review:**

Public Works Committee (approved) 07/06/15  
 City Council (scheduled) 07/29/15

Fiscal Impact – Expenditures = \$ 106,667; Revenues = \$ 106,667

**FINANCE COMMITTEE ACTION:**

Approved as Discussion item.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	Acting Chair X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ	Excused		

06/29/2015

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JULY 6, 2015**

**ITEM 7**

REQUEST FOR APPROVAL OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$106,667 FOR BRIDGE IMPROVEMENTS TO THE DEFOURI AND GUADALUPE STREET BRIDGES (**DESIRAE LUJAN**)

- REQUEST APPROVAL OF BUDGET ADJUSTMENT REQUEST (**DESIRAE LUJAN**)
- REQUEST OF APPROVAL OF A RESOLUTION IN SUPPORT OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT FOR FUNDING BRIDGE IMPROVEMENTS TO THE DEFOURI AND GUADALUPE STREET BRIDGES (**COUNCILOR TRUJILLO**) (**DESIRAE LUJAN**)

**PUBLIC WORKS COMMITTEE ACTION: Approved on consent**

**FUNDING SOURCE: 32768.572970.0112900**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

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

# City of Santa Fe, New Mexico

## LEGISLATIVE SUMMARY

Resolution No. 2015-\_\_\_\_  
Defouri Bridge (MAP) 2015

---

**SPONSOR(S):** Councilor Trujillo

**SUMMARY:** The proposed resolution supports Defouri and Guadalupe Street bridge improvements funded through a Municipal Arterial Program cooperative agreement with the New Mexico Department of Transportation.

**PREPARED BY:** Rebecca Seligman, Legislative Liaison Assistant

**FISCAL IMPACT:** Yes

**DATE:** June 29, 2015

**ATTACHMENTS:** Resolution  
Exhibit A  
FIR

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2015-\_\_\_

3 INTRODUCED BY:

4  
5 Councilor Ronald S. Trujillo  
6  
7

8  
9  
10 A RESOLUTION

11 IN SUPPORT OF DEFOURI AND GUADALUPE STREET BRIDGE IMPROVEMENTS  
12 FUNDED THROUGH A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE  
13 AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.  
14

15 WHEREAS, the City of Santa Fe applied for funds for improvements to the Defouri and  
16 Guadalupe Street Bridges ("Project") through the Municipal Arterials Program (MAP) administered  
17 by the New Mexico Department of Transportation (NMDOT); and

18 WHEREAS, the NMDOT awarded the City of Santa Fe \$80,000 in MAP project funding for  
19 Fiscal Year 2015/2016 for the Project and must enter into a cooperative project agreement with the  
20 NMDOT to receive this funding; and

21 WHEREAS, the MAP cooperative agreement, Project No. MAP-7649(903), CN L500219,  
22 requires a local match of \$26,667 (25%), to NMDOT state share of \$80,000.00 (75%).

23 NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
24 CITY OF SANTA FE that the Governing Body supports the Project funded through a MAP  
25 cooperative project agreement with the NMDOT.

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

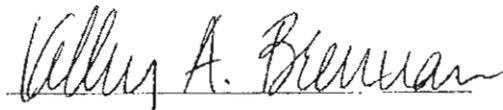
6           PASSED, APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2015.

7  
8 \_\_\_\_\_  
9 JAVIER GONZALES, MAYOR

10 ATTEST:

11  
12 \_\_\_\_\_  
13 YOLANDA Y. VIGIL, CITY CLERK

14  
15 APPROVED AS TO FORM:

16   
17 \_\_\_\_\_  
18 KELLEY BRENNAN, CITY ATTORNEY

### City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

**Section A. General Information**

(Check) Bill: \_\_\_\_\_ Resolution:  X

(A single FIR may be used for related bills and/or resolutions)

Short Title(s):  A RESOLUTION IN SUPPORT OF DEFOURI AND GUADALUPE STREET BRIDGE IMPROVEMENTS FUNDED THROUGH A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

Sponsor(s):  Councilor Ronald S. Trujillo

Reviewing Department(s):  Public Works

Persons Completing FIR:  Desirac Lujan  Date:  6/26/15  Phone:  955-6672

Reviewed by City Attorney:    Date:  6/29/15   
(Signature)

Reviewed by Finance Director:    Date:  6-29-2015   
(Signature)

**Section B. Summary**

Briefly explain the purpose and major provisions of the bill/resolution:

The resolution directs staff to bring forth a municipal arterial program cooperative funding agreement with the State of New Mexico for Defouri Street and Guadalupe Street bridges in the City of Santa Fe.

**Section C. Fiscal Impact**

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)\*

**1. Projected Expenditures:**

a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)

b. Indicate: "A" if current budget and level of staffing will absorb the costs  
"N" if new, additional, or increased budget or staffing will be required

c. Indicate: "R" – if recurring annual costs  
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs

d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns  
e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director:  

Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY 15/16	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY 15/16	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$				\$			
Fringe**	\$				\$			
Capital Outlay	\$				\$			BU 32768
State MAP					\$ 80,000			
City Match					\$ 26,667			
Land/ Building	\$				\$			
Professional Services	\$				\$			
All Other Operating Costs	\$				\$			
Total:	\$				\$ 106,667			

\* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. \*\*For fringe benefits contact the Finance Dept.

**2. Revenue Sources:**

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY 15/16	"R" Costs Recurring or "NR" Non-recurring	FY 15/16	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

State MAP	\$			\$ 80,000	NR	BU 32768
City CIP	\$			\$ 26,667	NR	BU 32768
Total:	\$			\$ 106,667		

**3. Expenditure/Revenue Narrative:**

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The City of Santa Fe has recently been selected to receive \$80,000 in funding from the State of New Mexico. A Municipal Arterial Program (MAP) Cooperative Agreement was recently submitted by the NMDOT to the Public Works Department for City approval. A 25% match in the amount of \$26,667.00 is required under the cooperative agreement. City funds previously allotted to this project through 2012 City CIP Bonds can be utilized to fulfill state match requirements.

**Section D. General Narrative**

**1. Conflicts:** Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

No.

**2. Consequences of Not Enacting This Bill/Resolution:**

Are there consequences of not enacting this bill/resolution? If so, describe.

The City will not receive the \$80,000 for Defouri Street and Guadalupe Street Bridge improvements.

**3. Technical Issues:**

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

No.

**4. Community Impact:**

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

The resolution will assist in the construction funding of bridge improvements.

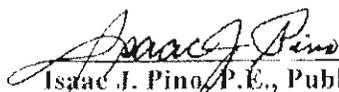
# City of Santa Fe, New Mexico

# memo

DATE: June 25, 2015

TO: Public Works Committee

VIA:



Isaac J. Pino, P.E., Public Works Department Director

John Romero, P.E., Acting Roadway & Trails Engineering Division 

Director

FROM: Desirae Lujan, P.E., Engineer Associate 

## ITEM AND ISSUE:

ITEM A.) REQUEST FOR APPROVAL OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$106,667.00 FOR BRIDGE IMPROVEMENTS TO THE DEFOURI AND GUADALUPE STREET BRIDGES.

ITEM B.) A RESOLUTION IN SUPPORT OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT FOR FUNDING BRIDGE IMPROVEMENTS TO THE DEFOURI AND GUADALUPE STREET BRIDGES.

## BACKGROUND & SUMMARY:

The City of Santa Fe recently received a Municipal Arterial Program Cooperative Agreement from the New Mexico Department of Transportation (NMDOT) in the amount of \$106,667.00 for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements" of Guadalupe Street Bridge and Defouri Street Bridge – at the intersection of Defouri Street and Alameda and intersection of Guadalupe Street and Alameda."

Funding from this agreement is made available through the NMDOT's Fiscal Year 2015/2016 Municipal Arterial Program (MAP) comprised of state local government road funds. The attached MAP Cooperative Agreement grants a 75% State Share of \$80,000 to the city and requires a 25% City Match of \$26,667.00. City funds previously allotted to this project through 2012 CIP Bonds and other project savings can be utilized to fulfill the state match requirements. The MAP Cooperative Agreement also requires that the city approve a written resolution in support of the project.

Design activities for the project are currently in their final stages, these funds can be used to supplement the construction budget. The table below summarizes total funding to date, inclusive of the aforementioned MAP funds.

ITEM	Bid Amount
STUDY & ENGINEERING DESIGN SERVICES	\$ 229,559.83
DEFOURI BRIDGE CONSTRUCTION & GUADALUPE BRIDGE MAINTENANCE ESTIMATE	\$ 1,181,362.17
<b>TOTAL COSTS</b>	<b>= \$ 1,410,922.00</b>
2012 CITY CIP BONDS (BU 32768)	\$ 500,000.00
FY 2012/2013 STATE MAP FUNDS (BU 32768)	\$ 150,000.00
PREVIOUS PROJECT SAVINGS	\$ 380,922.00
APPROVED 2014 CIP BOND FUND REQUEST	\$ 300,000.00
PENDING FY15/16 STATE MAP FUNDS	\$ 80,000.00
<b>TOTAL FUNDING</b>	<b>= \$ 1,410,922.00</b>

**RECOMMENDED ACTION:**

The Public Works Department recommends the following:

**ITEM A.)**

- Approval of the MAP Cooperative Agreement with the NMDOT;
- Approval of a Budget Adjustment Request (BAR) for a budget increase totaling \$80,000 to be allocated in Bridge Rehabilitation Business Unit 32768, Line Item 572970,0112900 (WIP Construction).

**ITEM B.)**

- Approval of the Resolution in support of the MAP Cooperative Agreement for these bridge improvements.

Attachments: Item A  
 MAP Coop. Agreement  
 BAR  
 Summary of Contracts  
Item B  
 Resolution  
 FIR

<b>Contract No.</b>	_____
<b>Vendor No.</b>	<u>0000054360</u>
<b>Project No.</b>	<u>MAP-7649(903)</u>
<b>Control No.</b>	<u>L500219</u>

**MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **City of Santa Fe** ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, **THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE – PURPOSE:**

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements**. This Project shall be referred to interchangeably as "Project" or "Project Control No. **L500219**." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the parties hereto.

**SECTION TWO – PROJECT FUNDING BY PARTIES:**

1. The total estimated cost for Project Control No. **L500219** is **One Hundred Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$106,667)** to be funded in proportional share by the Parties as follows:

- |   |                  |
|---|------------------|
| a. <b><u>Department’s 75% share shall be</u></b>  | <b>\$80,000</b>  |
| <b>Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements</b> |                  |
| b. <b><u>The Public Entity’s 25% match share shall be</u></b>   | <b>\$26,667</b>  |
| For the purpose stated in Section One.  |                  |
| c. <b><u>The Total Estimated Project Cost</u></b>   | <b>\$106,667</b> |

2. The **Public Entity** shall pay all Project costs, which exceeds **One Hundred Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$106,667)**.

**SECTION THREE – THE PUBLIC ENTITY SHALL:**

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the plans developed for Project Control No. **L500219**.
3. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
4. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the *contractor to perform said activities*.
7. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
  - a. Utility Certification;
  - b. Drainage and storm drain design;
  - c. Geotechnical design;
  - d. Pavement design;
  - e. Traffic design;

- f. Structural design;
  - g. Environmental and archeological clearances Certification;
  - h. Right-of-way maps and acquisition Certification;
  - i. Hazardous substance/waste site(s) contamination investigations;
  - j. Railroad Certification; and
  - k. Intelligent Transportation System (ITS) Certification.
8. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
  9. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
  10. Design the Project in accordance with **Appendix A**, "Minimum Design Standards", which is hereby incorporated into this Agreement.
  11. Adhere to **Appendix B**, "Minimum Survey and Right of Way Acquisition Requirements", which is hereby incorporated into this Agreement.
  12. Comply with **Appendix C**, "Construction Phase Duties and Obligations", which is hereby incorporated into this Agreement.
  13. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
  14. Prior to Project construction, furnish the Department's District 5 Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
  15. Within thirty (30) days of completion, furnish the Department's District 5 Office "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
  16. Within thirty (30) days of completion, furnish the Department's District 5 Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
  17. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
  18. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.

19. Advertise, let, and supervise the construction of Project Control No. **L500219**.
20. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor by **June 30, 2016**.
21. Maintain all facilities constructed or reconstructed with Project funds.
22. Allow the Department to perform a final inspection of the Project for the purpose of determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
23. The Public Entity shall complete the Project by **June 30, 2017**. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the Department shall claim reimbursement from the Public Entity of any unexpended funds disbursed in the performance of this Agreement.

**SECTION FOUR – THE DEPARTMENT SHALL:**

Disbursement(s) to the Public Entity shall be made after receipt of a cover letter requesting disbursement of funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents shall include Department Project and control numbers.

**SECTION FIVE – BOTH PARTIES AGREE:**

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall

control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

**SECTION SIX – PROJECT RESPONSIBILITY:**

The Improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

**SECTION SEVEN – Public Entity SOLE JURISDICTION:**

By reason of the Department’s participation in the funding of this Project, the Department is not incorporating this Project into the State Highway System, nor is the Department assuming any maintenance or user responsibility or liability for participation in this Project.

**SECTION EIGHT – PEDESTRIAN, BICYCLE, & EQUESTRIAN FACILITIES:**

In accordance with Section 67-3-62 NMSA 1978, construction of highways along new alignments or for purposes of substantially widening highways along existing alignments shall consider provisions for pedestrian, bicycle, and equestrian facilities concurrent with the design of the Project.

**SECTION NINE – EQUAL OPPORTUNITY COMPLIANCE:**

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

**SECTION TEN –LEGAL COMPLIANCE**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing. Operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

**SECTION ELEVEN – THIRD PARTY BENEFICIARY:**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION TWELVE – 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 Public Entity arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claim Act, Section 41-4-11 et seq. NMSA 1978.

**SECTION THIRTEEN – CONTRACTORS:**

The Public Entity shall require of any contractor hired for the Project to have insurance and to name the Department as an additional insured on its insurance policy. To the fullest extent permitted by law, the Public Entity shall require the contractor to defend, indemnify and hold harmless the Department and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

**SECTION FIFTEEN – AUTHORIZATION OF EXPENDITURES:**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, 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 SIXTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:**

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.

**SECTION SEVENTEEN – 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

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**SECTION EIGHTEEN – 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 NINETEEN – TERM**

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on **June 30, 2017**.

**SECTION TWENTY – TERMINATION**

1. If the Public Entity fails to comply with any provision of this Agreement, the Department has the option to terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Six and Seven. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

**SECTION TWENTY-ONE – SEVERABILITY:**

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

**SECTION TWENTY-TWO – APPLICABLE LAW:**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

**SECTION TWENTY-THREE – AMENDMENT:**

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

IN WITNESS WHEREOF, the PARTIES have set their hands and seal this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant General Counsel

**City of Santa Fe**

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

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Entity Clerk

**APPROVED AS TO FORM BY THE PUBLIC ENTITY ATTORNEY**

By: MDM \_\_\_\_\_ Date: \_\_\_\_\_  
Public Entity Attorney

**APPROVED**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Finance Director

**APPENDIX A**  
**Minimum Design Standards**

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
  - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
  - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
  - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
  - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
  - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
  - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
  - g. **DEPARTMENT'S** Action Plan;
  - h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
  - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
  - j. **DEPARTMENT'S** Location Study Procedures;
  - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
  - l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
  - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

## APPENDIX B

### Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be *jeopardized if right of way operations do not conform to State statutes and Federal regulations*.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

**Entity** or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

## APPENDIX C

### Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

**CERTIFICATION NO. 1**

**CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE**

**Control No. L500219**

**Project No. MAP-7649(903)**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition)] Local Public Agencies**, and Appendix B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):  
 a. have been relocated  
 b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic**

Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):
  - \_\_\_\_\_ a. 20 year pavement design; or
  - \_\_\_\_\_ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
  - a. Lighting;
  - b. signalization;
  - c. storm sewer and lift station;
  - d. landscape;
  - e. road exchange; and
  - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Appendix A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

**IN WITNESS WHEREOF,** \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

**City of Santa Fe**

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

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Entity Clerk

When completed, send Certification No. 1 to:

**District LGRF Coordinator  
Department of Transportation**

**CERTIFICATION NO. 2**

**CERTIFICATION OF THE CONSTRUCTION PHASE**

**Control No. L500219**

**Project No. MAP-7649(903)**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Appendix A.
3. That all work in Control No. **L500219** was performed in accordance with the Agreement.
4. That the total Project cost of \_\_\_\_\_, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of \_\_\_\_\_ and the **Public Entity** share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on \_\_\_\_\_ of \_\_\_\_\_, 20[#]

**IN WITNESS WHEREOF**, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

**City of Santa Fe**

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

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Public Entity Clerk**

When completed, send Certification No. 2 to:

**District LGRF Coordinator, Department of Transportation**





**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 checked="" 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 type="checkbox"/> |

2 Name of Contractor New Mexico Department of Transportation

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$80,000.00

Termination Date: June 30, 2017

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: CIP #823 Defouri St. & Guadalupe St. Bridges Improvement Project - 2015/16 Municipal Arterial Program Cooperative Agreement

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

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

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

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

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 80,000



**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  Grant

6 **Procurement History:** Not Applicable (Grant)  
example: (First year of 4 year contract)

7 **Funding Source:** Grant **BU/Line Item:** 32768/572970

8 **Any out-of-the ordinary or unusual issues or concerns:**  
None  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Desirae Lujan *[Signature]* Phone # 6672  
**Division Contract Administrator:** Becky Casper *[Signature]*  
**Division Director:** John Romero  
**Department Director:** Isaac Pino

10 **Certificate of Insurance attached.** (if original Contract)  NA

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Not Applicable

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?:** NA

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

16 **Was a Santa Fe company awarded contract? If not, why?:** NA

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

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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

