



*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

# Local Government Road Fund Project Handbook

2014

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## Introduction and Purpose

This handbook outlines the procedures, which serve as guidelines for the New Mexico Department of Transportation, Municipalities, Counties, Indian Tribes/Pueblos, and other State and Federal Agencies participating in the Local Government Road Fund Program. It also serves, delegates, and outlines responsibilities for the procedures to be followed as per Sections 67-3-28 and 67-3-28.2, NMSA 1978, Section 67-3-32 NMSA 1978, Commission Policy 44-12, 18 NMAC 27.3, 18 NMAC 27.4 (**Appendix S**), and applicable provisions of the Tort Claims Act which have been incorporated into the Standard Cooperative Agreement forms. The Local Government Road Fund Unit of the New Mexico Department of Transportation shall have the responsibility to monitor the Local Government Road Fund Program.

## Project Development

- A. The New Mexico State Transportation Commission will, on a project by project basis, determine what Local Government Road Fund projects it will enter into, and what monies will be made available for the upcoming fiscal year for project obligation.
- B. In general, the Department will participate up to seventy five percent (75%) of the project cost for Cooperative, School Bus Route, County Arterial, and Municipal Arterial projects. The District Engineer will determine the amount of participation based on the written project estimate developed and submitted by the respective entity in their letter of request.
- C. It will be the Public Entity's responsibility to insure compliance with any and all state, local, and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, and historic and cultural properties, and cultural resources (**Appendix J**)
- D. It will be the Public Entity's responsibility to insure that the project design complies with current engineering standards. If a consulting engineering firm has been contracted to do the design and engineering work, a professional engineer licensed in the state of New

Mexico must certify the design. If a roadway has been identified to revert back to Department responsibility, via a road exchange agreement, the Public Entity shall use New Mexico Department of Transportation design and construction standards and specifications.

- E. State participation for Municipal Arterial projects shall not include items not related to the roadway; such as, sanitary sewers, utilities, and area wide storm sewers. State participation for street lighting may be included in accordance with previous New Mexico Department of Transportation Administrative Directive No. 226. (**Appendix S**)
- F. In accordance with State Law, Section 67-3-62 NMSA 1978, projects for constructing highways along new alignments or for purposes of substantially widening highways along the existing alignments must consider provisions for pedestrian, bicycle, and equestrian facilities concurrent with the design of the project. (**Appendix S**)
- G. Pursuant to Section 61-23-26 NMSA 1978 (1993 Rep.), all Local Government Road Fund projects exceeding one hundred thousand dollars (\$100,000) and work involving structural design; structural modifications or surveying must be prepared under the responsible charge of a registered professional engineer. (**Appendix S**)

## Application Procedures

### 1) Public Entity Responsibility

#### a) Criteria

- i) All municipalities, counties, school districts, Indian tribes/pueblos, or other state or Federal agencies, or other parties who wish to enter into a Cooperative Agreement or Joint Powers Agreement with the New Mexico Department of Transportation shall first submit a letter of request to the District Engineer by March 15, which will contain the following:
  - (1) The location of the proposed project including route designation and termini (including map);
  - (2) The scope of work to be performed;
  - (3) Project estimate including the amount of state participation requested;
  - (4) The justification for project construction;
  - (5) A certification that the proposed work is on a part of a public highway and

necessary for the public good and convenience and to serve the public of the municipality, county; and school districts, and,

(6) Letter of Intent from governing body or agency head supporting the project.

All incomplete applications will be returned to the Public Entity for submission the following year.

ii) Municipalities participating in the Municipal Arterial Program shall submit applications to the Local Government Road Fund Coordinator at the Local Government Road Fund Unit by March 15. The application shall contain the following:

- (1) A map of the project limits, including route and termini
- (2) The scope of work to be performed, including proposed typical section, drainage improvements, geometric improvements, light or signal improvements, etc.
- (3) Project estimate, including amount of state participation requested
- (4) Letter of Intent from municipality governing body supporting the project
- (5) If applicable, a copy of an executed Road Exchange Agreement.

All incomplete applications will be returned to the municipality for submission the following year.

iii) Public Entities participating in programs provided for under Section 67-3-28.2; paragraph C. Subsection (1) (d) shall submit applications to the Local Government Road Fund Coordinator by March 15. The application shall contain the same items outlined in paragraph 'a.' of this section.

b) Prioritization

Prioritization of specific projects will be the responsibility of the Public Entity. The Department recommends that project(s) under consideration for LGRF funding have project scoping completed with project needs, limits, and construction process already established and ready to move into the initial design phase. The Department will not conduct a formal review of the project. It will be the Public Entity's responsibility to insure that the projects selected most effectively serve the needs of the public and are in compliance with appropriate



and sound design standards. The Department will not conduct an analysis of preliminary cost estimates.

c) Letter of Intent/Resolutions

The Public Entity will submit a Letter of Intent included in their application, executed by its agency head respectively adopting the project and verifying its priority standing with the public entity by March 15. The Letter of Intent shall list the scope of work, route, and termini and shall reference the estimated project cost. The Public Entity will then submit a formal resolution prior to development of an agreement between the Public Entity and the Department, passed by its governing body or agency head respectively adopting the project and verifying its priority standing with the Public Entity. Execution of the Agreement will not occur without submittal of this resolution.

**2) Department Responsibility**

- a) The District shall submit a written request for approval of all entity proposed projects to the Local Government Road Fund Unit for the upcoming fiscal year by no later than **April 15** or as directed by the Local Government Road Fund Unit. Each proposed project shall indicate the general scope of work, general project termini, and the exact amount of state and entity participation. Also attached to this request shall be the District Engineer's recommendation for approval of the projects.
- b) Following review by the Local Government Road Fund Unit, all district requests shall be compiled and submitted to the State Transportation Commission for review and approval at its May meeting.
- c) Following approval by the State Transportation Commission, the Local Government Road Fund Unit will notify the Districts of action taken by the State Transportation Commission and the Districts will advise the entities.

## Agreement Procedures

- A. The respective District will draft three (3) originals of the applicable Agreement for Cooperative, County Arterial, and School Bus Route projects; and submit to the Mayor of the Municipality, the Chairman of the County Commission, head of School District, *or* four (4) originals of the Joint Powers Agreement to the Governor of the Tribe/Pueblo, or the head of a political subdivision or their respective designees for signature. The District shall insure Agreement funding amount and project scope matches the Commission approved program. The Local Government Road Fund Unit will draft three (3) original Municipal Arterial Program Agreements and forward to the District who will submit to the entity for signature. All Agreements will be processed according to the Local Government Road Fund Contract and Payment Processing Procedures (**Appendix K**).
- B. The Public Entity will submit a formal resolution prior to development of an Agreement between the Public Entity and the Department, executed by its governing body or agency head respectively adopting the project and verifying its priority standing with the Public Entity. The Resolution shall list the general scope, route, and termini and shall reference the project cost. This resolution will be included in the executed agreement as “Exhibit C”. Execution of the agreement will not occur without submittal of this resolution.
- C. The entire Agreement package [Three (3) or Four (4) original Agreements and project summary of quantities], together with the one SHARE Project Budget form (**Appendix L**), will be provided to the Local Government Road Fund Unit of the New Mexico Department of Transportation for review. The Local Government Road Fund Unit will review Agreements and compare to Commission approved program and will submit all agreements to the Office of General Counsel for review and signature.
- D. After Agreements have been signed by the Office of the General Counsel the Local Government Road Fund Unit will submit the agreements to the Deputy Secretary for review and signature.



- E. The Local Government Road Fund Unit will forward the contract package to the Contract Administration Section for assignment of a Department of Transportation contract number.
- F. The Contract Administration Section will return two (2) originals of the executed Cooperative Agreement / three (3) Joint Powers Agreement to the Local Government Road Fund Unit who will complete by processing the SHARE Project Budget form and encumbering the Purchase Order (PO), (**Appendix M**), and forward two (2) originals to the District who will forward one (1) original to the municipality, county, school district, or Indian tribe/pueblo. The Contract Administration Section will return two (2) originals of the executed Municipal Arterial Program Agreements to the Local Government Road Fund Unit who will complete by processing the SHARE Project Budget form and encumbering the Purchase Order (PO), (**Appendix M**), then forward the two (2) originals to the district for district and municipality files.
- G. In order to allow entities sufficient time for project development and construction, the agreement shall be fully executed by **October 31** of the current fiscal year. If this condition is not met, the entity may lose funding at the discretion of the Department. The entity shall not proceed on work for project until Agreement is fully executed.
- H. The District shall inform the Public Entity that the Agreement is not binding upon the parties until approved and signed by the Cabinet Secretary of the New Mexico Department of Transportation. Any costs or in-kind labor, equipment, or materials incurred by the Public Entity prior to the execution of the Agreement are not eligible for reimbursement.
- I. Upon receipt of all required documentation from the District (Cover letter from Public Entity requesting disbursement, Notice of Award/Work Order, (**Appendix N**), Notice to Proceed, (**Appendix O**), Amendments (if applicable), Summary of costs and quantities (**Appendix E**) and verification of available funds, the Local Government Road Fund Unit shall initiate approval for release of funding. The Local Government Road Fund Unit shall then **disburse**

**a single lump sum payment** to the Public Entity. The disbursement shall be in the amount as approved by the State Transportation Commission. Disbursement requests shall not be submitted until actual construction on the roadway has commenced. Disbursements will not be issued for stockpiling of material for proposed project. The Public Entity shall provide an estimate of working or calendar days, progress schedule, required for actual construction of scope of work. This estimate shall exclude any time extensions for emergencies or contingencies.

- J. The Local Government Road Fund Unit will monitor the establishment and finalization of the contract, utilizing the SHARE Project Budget form, which will be provided by the Districts, and a copy of the final disbursement, (**Appendix P**), sheet and the Notification to Close Project form, (**Appendix Q**), which will be provided to the Local Government Road Fund Unit by each District, for each individual project.
- K. The New Mexico Department of Transportation's Office of General Counsel and the Department of Finance and Administration must approve Joint Powers Agreements.
- L. The Public Entity's performance and administration of Local Government Road Fund projects as per these procedures shall be monitored and evaluated by the District Engineer. If a Public Entity exhibits an inability to properly administer a project, future Local Government Road Funds, considered on a case-by-case basis, may be withheld. The following criteria shall be used to determine whether a Public Entity cannot properly administer a project:
  - 1. The Public Entity has a history of unsatisfactory performance;
  - 2. The Public Entity is not financially stable;
  - 3. The Public Entity has a management system, which does not meet the management standards set forth;
  - 4. The Public Entity is otherwise not responsible.
  - 5. If random audits by the Department determine that the Public Entity has not

performed in accordance with the terms of the agreement, the standards set forth in this handbook or in accordance with generally accepted governmental accounting principles.

## Agreement Conditions and Requirements

A. The following conditions shall apply to agreements for the Local Government Road Fund Program.

1. The following conditions must be met on all **Cooperative Agreements** between the New Mexico Department of Transportation and political subdivisions within the state.
  - a. The contract form must be a Cooperative Agreement pursuant to Section 67-3-28 NMSA 1978 (**Appendix S**).
  - b. Cooperative Agreements with political subdivisions within the state (counties, school districts, and municipalities) normally shall require at least twenty-five percent (25%) participation from that political subdivision for Cooperative, School Bus Route, County Arterial, and Municipal Arterial projects. The Department may reduce its participation from seventy-five percent (75%) respectively and provided its cooperative agreement budget is limited and the political subdivision is willing and able to increase its participation to exceed the twenty-five percent (25%) minimum, respectively.
  - c. The funding must be for project development, construction, reconstruction, improvement, maintenance, or repair of public highways, streets, and public school parking lots, or for the acquisition of right of way therefore or for in place material or improvement thereof.
  - d. In the event School Districts request a Cooperative Agreement for work to be done on streets or highways not under their ownership, a Joint Powers Agreement between the School Districts and the owning entity must become a part of the Cooperative Agreement.

2. The following conditions must be met on all Cooperative Agreements between the New Mexico Department of Transportation and other State and Federal agencies.
  - a. The contract form must be a Cooperative Agreement pursuant to Section 67-3-28 NMSA 1978 (**Appendix S**)
3. The following conditions must be met on all **Joint Powers Agreements** between the New Mexico Department of Transportation and Indian Tribes/Pueblos.
  - a. The contract form must be a Joint Powers Agreement (**Appendix R**) pursuant to Section 11-1-1 to 11-1-7 ET., Seq., NMSA 1978, (**Appendix S**). Joint Powers Agreements require Department of Finance Administration (DFA) approval. DFA requires that the statutory authority of all parties entering into a Joint Powers Agreement must be delineated in the Joint Powers Agreement. This shall be set out under the recital provisions of the Joint Powers Agreement.
  - b. The funding must be for project development, construction, reconstruction, improvement, maintenance, or repairs of public roads and public school parking lots or for the acquisition of right of way therefore or for materials for the construction or improvement thereof, for which individual tribes and pueblos have prioritized road projects located on the reservation.
  - c. The Secretary of Interior or any other approved Federal Agency must approve the Agreement because of federal laws voiding contracts without such approval for services rendered to Tribes or Pueblos.
  - d. The agreement form must be drawn up by each District and submitted to the Office of General Counsel in order to insure that the numerous legal technicalities required in dealings between two independent sovereigns - the State and the Tribe or Pueblo - are satisfied. In the event a dispute or controversy arises between the parties regarding the agreement, the agreement shall contain an arbitration provision.

- e. Otherwise, as noted in preceding paragraphs, the Tribes and Pueblos would be bound to comply with all other provisions that currently exist in the New Mexico Department of Transportation revised standard form Cooperative Agreements.
- B. Standard Cooperative Agreement contracts for **County Arterial Projects, Cooperative Agreement Projects, School Bus Routes, and Municipal Arterial Projects (Appendix R)** shall include the following:
- 1. Cooperative Agreements and School Bus Route Projects:
    - a. The Public Entity agrees to pay all costs, perform, or contract to perform all labor and supply all materials as called for in the construction work specified in the Public Entity's estimate as submitted to and approved by the District Engineer. Any change requests from the Public Entity shall be submitted to the District Engineer in writing.
    - b. The New Mexico Department of Transportation agrees to pay Public Entity no more than the lesser of either a specified amount or seventy-five percent (75%) of the project's total.
  - 2. County Arterial and Municipal Arterial Projects:
    - a. The Public Entity agrees to pay all costs, perform, or contract to perform all labor and supply all materials as called for in the construction work specified in the Public Entity's estimate as submitted to and approved by the District Engineer or in the plans developed for MAP projects.
    - b. The New Mexico Department of Transportation agrees to pay Public Entity no more than the lesser of either a specified amount or seventy five percent (75%) of the project's total.
- C. The Public Entity shall be responsible for initiating amendments to the Cooperative, Joint Powers, or Municipal Arterial Agreements if there are substantial changes in the scope of the project as stated in Section One of the Agreements.

- D. The Public Entity shall make every effort to complete construction within the current fiscal year, but in no event later than December 31 of the following fiscal year, or as otherwise specified in the Agreement. In the event the Public Entity fails to comply with any provisions of the Agreement, the Department shall have the option to terminate the Agreement. The Department shall also have the option to deny future disbursement of Local Government Road Funds.
- E. The Public Entity shall, within thirty (30) days, certify completion of the project as required in “Project Certification of Design, Construction, and Cost” of the Cooperative or Joint Powers Agreement or Certifications No. 1 & 2 of Municipal Arterial Program Agreements. If certification is not provided, all funds shall be reimbursed to the Department within thirty (30) days of written notification.
- F. In the event that the project is not completed by the deadline date stipulated in the Agreement, the Public Entity shall be liable to reimburse the Department, within thirty (30) days of that deadline, any Local Government Road Funds not used by the said deadline date.
- G. Any costs or in-kind labor, equipment, or materials incurred by the Public Entity prior to the execution of this Agreement are not eligible for reimbursement.
- H. If an audit finding determines that specific funding use was inappropriate or not related to project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification.

## Construction

- A. The “Certification of Pre-Construction Contract Phase” form for Municipal Arterial Program Projects shall be completed and submitted to the respective District LGRF Coordinators prior to construction of project.
- B. It will be the Public Entity's responsibility to insure that all work meets either the Department's standards as set forth in the New Mexico Department of Transportation Standard Specifications, Current Edition (English or Metric); American Public Works Association (APWA) specifications; Department approved Public Entity established

specifications, for each project; or Department Specifications, (**Appendix A**), for all Local Government Road Fund projects.

- C. The Public Entity shall implement a positive and continuous inspection and testing program for the entire duration of the project, which shall monitor work and material quality. The Public Entity shall maintain all test reports and materials certification in the project files for a period of not less than five (5) years following completion of the project. Any test reports indicating results or materials certifications not meeting specification must note corrections made to meet specifications. Failure to meet these requirements will be considered a violation of the terms and conditions of the Agreement.
- D. Department personnel will not conduct periodic assurance inspections or comparison material testing. The Department, at its discretion, may perform a final inspection upon project completion. The Department will conduct final inspections of all Municipal Arterial Program projects.
- E. Upon completion of the project or Agreement termination, the Public Entity shall submit to the District Engineer a certification stating that the project was designed and constructed in accordance with the provisions of these procedures. This certification shall be attached as “Project Certification of Design, Construction, and Cost,” (**Appendix B**), to the Cooperative and Joint Powers Agreement, or as “Certification of the Pre-Construction Phase,” (**Appendix C**), “Certification of the Construction Phase,” (**Appendix D**), of the Municipal Arterial Program Cooperative Agreement. The certifications shall include an “As-Built Summary of Costs and Quantities” to support project expenditures and utilization of Local Government Road Funds (**Appendix E**).
- F. If a Local Government Road Fund project has been prepared under the responsible charge of a registered professional engineer, pursuant to Section 61-23-26 NMSA 1978 (1993 Rep.), the registered professional engineer licensed in the State of New Mexico must execute (stamp or seal) the project certification.
- G. Upon completion of the project or Agreement termination, the Public Entity shall certify the total project cost (“Project Certification of Design, Construction, and Cost” or “Certification of Construction Phase” for Municipal Arterial Program projects). The



Public Entity shall certify that the total project cost included in the statement is accurate, legitimate, and appropriate only to that project.

- H. The Public Entity shall maintain a complete set of project files including all aspects of the project for a period of not less than five (5) years following the completion of the project.

## **Project Documentation**

- A. The Public Entity shall maintain a complete set of project files for a period of not less than five (5) years following the completion of the project. The project files shall contain, as a minimum; project related records as follows:

1. Payments:

- a. Purchase orders
- b. Disbursements
- c. Retainage (if applicable)
- d. Warrants from vendor to contractor/affidavit
- e. Contractor invoices

2. Correspondence:

- a. Project related correspondence
- b. Factor sheets
- c. Original project application package
- d. Copy of Annual CPA External Audit Report

3. Agreements:

- a. Contracts/Subcontracts
- b. District Engineer approved project estimate
- c. Amendments
- d. Certification of the Pre-Construction Contract Phase (MAP Agreements)
- e. Certification of Construction Phase (MAP Agreements)

- f. Project Certification of Design, Construction, and Cost
  - g. As-Built Summary of Cost and Quantities
  - h. Notice of Award/Work Order
  - i. Notice to Proceed
- 4. Inspections:
  - a. Final certification of project
  - b. Final inspection report (MAP Projects)
  - c. Letter of Acceptance by Entity of contract work
  - d. Inspection and Test Reports
  - e. Material Certifications
- 5. Plans (Municipal Arterial Projects)
  - a. As-let plans
  - b. As-built plans
- 6. Right of Way
  - a. Appraisals
  - b. Acquisition Agent notes
  - c. Relocation (if applicable)
  - d. Title Report
  - e. Property survey
  - f. Right of Way maps
  - g. Right of Way certifications
  - h. Archeological Survey
  - i. Environmental Clearances

## B. Cost Documentation

- 1. Responsibilities of Municipalities, Counties, Indian Tribes/Pueblos, and other State and Federal Agencies:

- a. Supporting cost documentation shall be available for review and audit by authorized representatives of the Department of Transportation. Each cost must be directly related to the project. In general, costs incurred by the Public Entities may include payroll expenses, fringe benefits, materials and supplies, equipment usage, independent lab charges, and engineering fees. The costs are further restricted as follows:
  - 1) Payroll expenses must be supported by total actual hours on the job. There must be a segregation of costs present which can be traced to source documents directly relative to the project (actual hours worked and actual funds paid must be proven).
  - 2) Equipment usage expenses must be supported by daily records as to the hours used or the mileage spent. The rates to be used will be based on the following:
    - a) The rates shown in The New Mexico Department of Transportation Equipment Rates, (**Appendix F**), have been computed from current costs of ownership and operation related to the average number of hours of usage per year. The rates shown do not include operating personnel.
    - b) The Department's equipment rates shall apply to vehicles, heavy/off-road machinery or special equipment (other than small tools). If entity uses equipment not listed on Department Equipment Rates, the entity shall notify the District LGRF Coordinator to determine rates to be used.
  - 3) Materials and supplies expenses must be directly related to the project and well documented. Each invoice, payment voucher, and check used for this documentation must clearly state the cooperative project number and control number.
  - 4) Costs for testing must be directly related to the project and be included as part of the engineer cost.

C. The District Office shall maintain a set of project files for a period of not less than five (5) years following the completion of the project. The project files shall contain, as a minimum, project related records as follows:

1. Application and/or letter of request
2. Letter of Intent
3. Resolution
4. Contract
5. SHARE Project Budget form
6. Plan Summary of Costs and Quantities (Preliminary Estimate)
7. Contract Amendment(s)
8. Payment Voucher
9. Purchase Order (PO)/Service Contract (SC)
10. Notice of Award/Work Order
11. Certification of Pre-Construction Phase (MAP projects)
12. Notice to Proceed
13. Project Certification of Design, Construction, and Cost
14. Certification of Construction Phase (MAP projects)
15. Final Inspection Forms (MAP projects)
16. As-Built Summary of Costs and Quantities
17. Disbursement Voucher
18. Notification to Close Project form

*D. The Local Government Road Fund Unit shall maintain a set of project files for a period of not less than five (5) years following the completion of the project. The project files shall contain, as a minimum, project related records as follows:*

- 1. Applications (MAP Projects)*
- 2. Contract*
- 3. Resolution*
- 4. SHARE Project Budget form*
- 5. Purchase Orders (PO)*
- 6. Contract Amendment(s)*

7. *Disbursement/Payment Request*
8. *Disbursement/Payment Voucher Documentation (SHARE- Payment, Invoice, & Summary Tabs)*
9. *Notification To Close Project form*

- E. The New Mexico Department of Transportation will maintain a continuous audit program for all Local Government Road Fund projects. Each Public Entity shall be audited on a continuous cycle with a certain amount of audits performed annually per Department District.
- F. The Local Government Road Fund Unit will complete a Monthly Status Report and submit to the Districts for review. District will complete a Quarterly Status Report and submit to the Local Government Road Fund Unit for review.

## Waivers

### A. Equipment Waiver

No more than five hundred thousand dollars (\$500,000) annually from the Local Government Road Fund shall be used by the department to purchase at fair market value, for municipalities and counties that can demonstrate financial hardship as determined by the department, automotive, major road and miscellaneous equipment that would otherwise be sold at auction by the department as unusable for department purposes. Pursuant to Section 67-3-28.2, NMSA 1978, the department has adopted rules setting the procedures to carry out the purpose of the Equipment Waiver Program. (**Appendix S**)

### B. Match Waiver

No more than one million dollars (\$1,000,000) annually from the Local Government Road Fund shall be used for waiver of the 25% match for Municipalities and Counties that can demonstrate financial hardship as determined by certification by the Department of Finance and Administration. Pursuant to Section 67-3-28.2, NMSA 1978, the

department follows rules and guidelines setting the procedures to carry out the purpose of the Match Waiver Program in the NMAC 18.27.3.8. (**Appendix S**)

## **Tort Claims Provisions**

- A. Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et. seq., NMSA 1978) and any amendments thereto. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

By entering into this agreement the public entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitations of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

- B. 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(s) for wrongful death(s), bodily injury (ies) to person(s), damage(s) property (ies) and/or other claim(s) whatsoever pursuant to the provisions of this Agreement.
- C. In Agreements with Indian Tribes/Pueblos, the Tort Claims Act will be revised to read: The Federal Tort Claims Act, 28 USC S2671 ET. Seq., shall govern the liability of Public Entity, and New Mexico Tort Claims Act, Section 41-4-1 ET. Seq., NMSA 1978 shall govern the liability of the Department in the performance of this Agreement.

## Statutory Requirements

- A. Section 67-3-28 NMSA 1978 (being Laws of 1929, Chapter 100, Section 1, as amended) is amended to read:

"67-3-28. COOPERATION WITH THE STATE, MUNICIPALITIES, COUNTIES, SCHOOL DISTRICTS, ADJOINING STATES, AND FEDERAL AGENCIES."

The Department may enter into cooperative agreements with any branch, agency, department, Board, instrumentality, or institution of the state or United States Government; with the respective municipality, school districts, and counties in this state; or with any adjoining state for construction or improvements of public highways and streets within the control of a branch, agency, department, board, instrumentality, or institution of the state or United States Government or within a municipality, county, school district, or adjoining state for the division between the department and the branch, agency, board, instrumentality, or institution of the state or United States Government, county, school district, municipality, or adjoining state of the expense of the project development, construction, reconstruction, improvement, maintenance, or repair of public highways, streets, and public school parking lots, or for the acquisition of right of way therefore or for materials for the construction or improvement thereof. The Department shall bear all costs of the acquisition of right of way for federal aid interstate roads, both rural and urban."

- B. A Local Government Road Fund has been established to fund the Cooperative Agreement Program. However, under the Local Government Road Fund statute, Section 67-3-28.2 NMSA 1978 (being Laws 1986, Chapter 20, Section 125, as amended) provides:

"67-3-28.2 LOCAL GOVERNMENT ROAD FUND CREATED; USES.

- A. There is created in the State Treasury the "local government road fund" to be administered by the Department. All income received from the investments of the fund shall be credited to the fund. No money in the 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



this section to meet the match required.

- B. No more than five hundred thousand dollars (\$500,000) annually from the Local Government Road Fund shall be used by the Department to purchase at fair market value, for municipalities and counties that can demonstrate financial hardship as determined by the Department, automotive, major road, and miscellaneous equipment that would otherwise be sold at auction by the Department as unusable for Department purposes. The Department shall adopt rules setting the procedures to carry out the purpose of this subsection.
- C. Except for the amount in subsection B of this section, money in the local government road fund shall be distributed according to district-prioritized projects, in the following amounts for the specified purposes:
  - (1) **Forty-two (42) percent** of this local government road fund will be allocated to the **Cooperative Agreement Program** to be used solely for the Cooperative Agreements entered into pursuant to Section 67-3-28.2 NMSA 1978 and in accordance with the match authorized pursuant to Section 67-3-32 NMSA 1978; provided, however, that distribution amounts made pursuant to this paragraph in each year shall be based on the following allocations:
    - (a) Thirty-three percent for agreements entered into with counties;
    - (b) Forty-nine percent for agreements entered into with municipalities;
    - (c) Fourteen percent for agreements entered into with school districts;
    - (d) Four percent for agreements entered into with other entities;
  - (2) **Sixteen (16) percent** for the **municipal arterial program**, to be used solely for the necessary project development, construction, reconstruction, improvement, maintenance, repair, and right of way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but that qualify under the designated criteria

established by the Department. In entering into agreements with municipalities to provide funds for any project qualifying for the municipal arterial program, the Department shall give preference to municipalities that contribute an amount equal to a least twenty-five (25) percent of the project cost.

- (3) **Sixteen (16) percent** for school **bus routes**, to be used solely for cooperative agreements entered into pursuant to Section 67-3-28 NMSA 1978 and in accordance with the match authorized pursuant to Section 67-3-32 NNMSA 1978 for acquiring rights of way and constructing, maintaining, repairing, improving and paving school bus routes and public school parking lots; and
- (4) **Twenty-six (26) percent** for the **County Arterial Program**, to be used for project development, construction, reconstruction, improvement, maintenance, repair, and right of way and material acquisition of and for county roads for which individual counties have prioritized road projects. Prior to entering into any agreements for projects with the counties for the following fiscal year, in June of each year the department shall determine and certify the amount to which each county is entitled pursuant to the following schedule:

**Road Mileage Category Based on Number of Miles Maintained**

<b>By a County:</b>	<b>Entitlement to County</b>
400 miles or under	\$250 for each mile
401 to 800 miles	\$100,000 plus \$200 for each mile over 400 miles
801 to 1200 miles	\$180,000 plus \$150 for each mile over 800 miles
1201 to 1600 miles	\$240,000 plus \$100 for each mile over 1200 miles
Over 1600 miles	\$300,000 plus \$50 for each mile over 1600 miles

If in any year, there is an insufficient amount in the fund of the county arterial program to certify that the total amount to which all the counties are entitled, the Department shall decrease the entitlement amount due to each county in the same proportion as the insufficiency is to the total entitlement to all counties.

Distribution of an entitlement amount and an agreement entered into with a county for any purposes for which the money may be spent requires an amount from the county equal to at least twenty- five (25) percent of the entitlement. Any **uncommitted or unencumbered balance** remaining in the **County Arterial Program** fund at the end of a fiscal year shall be transferred to the cooperative agreement program specified in Paragraph (1) of this subsection for additional funding of that program in the next fiscal year.

- C. School bus routes shall be established by school districts pursuant to Section 22-16-4 NMSA 1978 (1996 Sup.) (**Appendix S**).

## Restrictions

- A. Under the cooperative agreement provisions, including **School Bus Route** projects, Section 67-3-32 (1996 Supple.) allows 25% minimum percentage of this cost from the parities. Further, when the agreement is for the construction or improvement of public highways, the discretionary power of the State Transportation Commission is very broad.

What restrictions does the Local Government Road Fund statute (Section 67-3-28.2) impose on public entities that receive matching funds?

A public entity cannot "double match" - that is, use money from any source requiring a match as its match for Local Government Road Fund distributions.

Section 67-3-28.2 Paragraph A provides in pertinent part:

"No money in the Local Government Road Fund shall be used by the Department to administer any program, and no public entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to this section to meet the match required."

Effectively, this means:

1. NMDOT cannot use the Local Government Road Fund to defray its own cost in administering the program (that is, for salary, overhead, etc.).
  2. NMDOT **cannot** allow a recipient of Local Government Road Fund money to **use it as a match for other distributions, which also require a match** (whether that distribution is from the Local Government Road Fund or elsewhere).
- B. Unless specified by statute, Local Government Road Funding **may not be transferred from one program to another**. For example, School Bus Route funding may not be transferred to a County Arterial Program project. Local Government Road Funding also may not be transferred within a program. For example, School District Cooperative funding may not be transferred to a Municipality Cooperative project, although the two projects are in the Cooperative Program.
- C. If a monetary amendment is required for the Agreement, it must be executed within the existing budget fiscal year between July 1 and June 30 of the following year. Any proposed monetary amendment can only be executed during this period. Amendments may require Transportation Commission approval. Contact the Office of General Counsel or the Local Government Road Fund Unit for determination.

The amendment should be submitted to the Department from the Entity with sufficient time to process prior to expiration dates specified in Agreement in order to insure continuous contract term and to retain funding in the Department's Financial Management System. The amendments shall be executed on standard formats. (**Appendix R**)

## Interpretations

### A. Legislative Appropriation

If the legislature appropriates money to a county as an unqualified, unconditional grant without reference in the appropriation to the grant as being a match, then, the Department

can use money from the Local Government Road Fund. In essence, 67-3-28.2 prohibits only situations of a double match. Where the money to be used by the public entity is not expressly earmarked as matching funds, the Department is free to use the Local Government Road Fund.

#### B. Community Development Funds

If public entities are given unconditional grants of community development funds without the proviso that such funds are to be used as matching funds, the Department is legally permitted to spend Local Government Road Funds for the project. The rationale is identical to that contained in Subsection A. If, however, the community development funds are provided under DFA rules as a "matching" funds program, or if the grant is given under the express language that they are to be used as matching funds, then the Department is prohibited. Again, the key to analyzing the prohibition is whether or not it is a "double match."

#### C. Combination of School Districts and County Project

The statutory prohibition restricts "double matching." It does not prevent joint venturing between political subdivisions with each unit sharing the cost. If, on the other hand, the school district or county were to use funds, which had been previously earmarked by legislation or rules and regulations as requiring a match, then the Department would be prohibited from using the Local Government Road Fund.

#### D. The basic criteria for eligibility of a route for the Municipal Arterial Program are the degree to which it would assist in the distribution of state highway system traffic. This will be reflected in the proportion of the traffic, which is other than strictly local in character, and the ability of the existing approved system to function efficiently. As a "rule-of-thumb," four general criteria are designated:

1. Through extensions of state highway routes;
2. Major connections between state highway routes (circumferential route, terminal connection, etc.)
3. Major streets of particular service to state highways, and;

4. Major local service streets. The principal reason for including this class would be such circumstances that improvement to the local service street would substantially serve to relieve congestion on state highway routes.

# **Appendix A**

## **LGRF Minimum Testing and Inspection Requirements**



## **LOCAL GOVERNMENT ROAD FUND MINIMUM TESTING AND INSPECTION REQUIREMENTS**

### **Plant Mix Bituminous Pavement**

This work shall consist of constructing one (1) or more courses of plant mix bituminous pavement (PMBP) on a prepared base.

One (1) set of tests (a set of tests is defined as an extraction and gradation, fractured faces, maximum specific gravity, nuclear density, and three Marshall briquettes) under 100 tons and one (1) set of tests for each 500 tons or a days production thereafter, whichever is less. For multiple areas of placement, at least one (1) density must be taken for each mutually exclusive area regardless of tonnage. Minimum average compaction tests shall be 93% for roadway and 90% for parking lots.

### **Base Course and Sub-bases**

This work shall consist of furnishing, hauling, and placing base course or sub-base aggregate of the classes established by the entity.

One (1) washed gradation per day's production or 1000 tons, whichever is less, with a minimum of three (3) per project. Base course and sub-base shall meet New Mexico Department of Transportation's Standard Specifications, current edition, for L.A. wear, soundness loss, fractured faces, and gradations based on type.

Check proper widths as per typical section including crown (minimum of 0.015% per foot). Minimum average compaction of 90% on a minimum of three tests per mile of roadwork accomplished, with optimum moisture contents not to exceed optimum plus or minus 5%.

### **Concrete (Ready-Mix)**

This work shall consist of furnishing and placing Portland cement concrete in compliance with specification and the lines, grades, and dimensions shown in contract. The contractor shall use a concrete mixture utilizing fly ash as a substitute for a portion of the Portland cement.

One (1) set of five (5) cylinders per 100 cubic yards and one (1) additional set for quantities over 100 cubic yards daily. Cylinders shall be tested at 7, 14, & 28 days with fifth cylinder to be tested at 28 days if the two 28 day cylinders do not meet ACI Bar Rm criteria. Additional cylinders will be required for early breaks. Curing requirements will be in accordance with current AASHTO requirements. If the concrete is to be used in a structure, then a slump, unit weight, and entrained air content of the wet concrete must be performed at the same frequency and on the same load as the cylinders are molded from. Cement, fly ash, and all concrete additives must be on the Department's most recent approved list. Acceptance to be made based

on final end product and compressive strengths as specified. Public Entity must approve Mix design prior to placement.

#### Crack Sealing

This work shall consist of preparing and cleaning cracks in the existing roadway surface and sealing these cracks with hot poured joint sealant.

Visual inspection must be documented. Width and depth logs are to be taken and documented at least three times per 1000 linear feet of crack filled, with a minimum of three logs per project. Lengths of cracks must be documented. Sealant materials will be accepted based on Certificates of Compliance from manufacturer. Sealants must be on the Department's approved products list. All sealants and crack sealing processes must be generally proven and accepted practices.

#### Blading and Reshaping

This work shall consist of restoring previously constructed roadway to grade and typical section shown in contract.

Width and final grade must be checked and documented three (3) times per 1000 linear feet. One (1) proctor per soil type and one (1) density/moisture test per 1000 linear feet or any increment thereof per shoulder or per two (2) lane roadway with a minimum of one (1) density/moisture test per area/shoulder area.

Check proper widths as per typical section including crown at a minimum of .015 ft/ft and 90% compaction average with optimum moisture not exceeding optimum of plus or minus 5%, based on the above testing frequency. Compaction testing not required when no material is added.

#### Borrow and Pit Run Material

This work shall consist of providing borrow and/or pit run material, constructing embankment, hauling, disposal, placement, and compaction of all materials in compliance with the specifications and the lines, grades, thickness, and typical cross sections shown in contract.

One (1) proctor per soil type and one (1) density/moisture test per 2000 cubic yards or any increment thereof with a minimum of one (1) density/moisture test per mutually exclusive area and with a minimum of three (3) density/moisture tests per project shall be required. Gradation requirements of 100% passing the two-inch screen for top six inches of subgrade, not more than 20% passing on the 200 screen, maximum of 35 liquid limit, not more than 9 PI (Plasticity Index), and with an R value of not less than 25, and 90% compaction average. Based on a minimum of three (3) tests per mile of roadway work unless too rocky for density which will

then require three gradation tests with 55% or more retained on the No. 4 screen per mile of roadway.

### Chip Sealing

This work shall consist of furnishing bituminous and aggregate materials and preparing and treating an existing surface with these materials as shown in the contract.

Asphalts must meet the requirements of “Asphalt Cements and Asphalt Emulsions” as specified in the New Mexico Department of Transportation Standard Specifications, Current Edition.

Application rates are to be determined by Entity as per accepted engineering practice (range to be approximately 0.30 to 0.45 gallons per square yard of HFE 100 and 20 to 28 pounds per square yard of ½ inch aggregate). Gradations are to be run at the rate of one per 250 tons of aggregate with a minimum of three per project. Temperature checks are to be done as per Department specifications. Inspection, testing, and quantities must be documented. Entity shall develop an inspection and testing plan prior to work commencing and retain the plan in the project file.

### Cold Milling

This work shall consist of cold milling pavement surface(s) to the depth and width shown in the contract and removing, hauling, and disposing of cold milled materials, as shown in the contract.

Visual inspection must be documented. Width and depth logs are to taken and documented at least three (3) times per 1000 linear feet per lane with a minimum of three (3) logs per project.

### Asphalt Cements and Additives

This work shall consist of furnishing, mixing, or applying of bituminous materials, hydrated lime, or liquid anti-stripping agents.

Testing will be required in accordance with the Department’s most current minimum testing requirements for asphalt cements, lime, and liquid anti-strips. These agents must be on the Department’s approved products list.

This work shall consist of furnishing, mixing, or applying of asphalt rejuvenating agents.

Agents and application rates will be determined by Entity. The Entity shall develop their inspection and testing plan and retain in project files prior to work commencing on the project. Application rates are to be determined by Entity as per accepted engineering practices.

### Permanent Pothole Repair

This work shall consist of cleaning out pothole, pothole preparation, and the placement and compaction of hot mix material as shown in the contract.

Certificates of Compliance are required for all materials. Proper pothole preparation must be documented and verified. Entity must develop and document procedures to be used to clean out potholes, prepare them for new material, and methods to be employed to place and compact the new material; and a testing and inspection plan prior to work commencing.

#### Guardrail and Anchors

This work shall consist of furnishing and installing guardrail and anchors in compliance with the Manual of Uniform Traffic Devices (MUTCD), current edition and in accordance to the contract.

This item will be accepted based upon Certificates of Compliance and work performed. All certificates must be "fully traceable." Grade and alignment will be in accordance with the Department requirements. Concrete used for this item must meet requirements for Class A concrete.

#### Fencing

This work shall consist of the construction of fence and gates in compliance with and to the lines, grades, and dimensions shown in the contract.

Certificates of Compliance are required on all materials. Proper alignment must be documented and verified. Concrete used for this item must meet requirements for Class A concrete.

Acceptance of this item will be based on final end product.

#### Drainage Structures and Culverts

This work shall consist of furnishing, construction, and reconstruction of drainage structures and pipe culverts in compliance with the specifications and to the lines and grades shown in the contract.

Check proper lengths to match roadway typical section. Also check flow line grades to insure pipe is not set too low. Use suitable backfill material as per Department specifications, with 90% compaction average and optimum moisture content not to exceed plus or minus 5% based on minimum of two (2) tests per structure up to 36 inches in diameter and one (1) additional test for each additional 12 inch diameter structure. The minimum over a pipe shall be 8 inches

# **Appendix B**

## **Project Certification of Design, Construction, and Cost**

**EXHIBIT A**  
PROJECT CERTIFICATION OF  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:  
\_\_\_\_\_  
And completed on \_\_\_\_\_, 20\_\_\_\_; and
3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# **Appendix C**

## **Certification of the Pre-Construction Contract Phase (MAP)**



## CERTIFICATION NO. 1

### CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

**Control No.** [0000]

**Project No.** MAP-

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:

[TITLE OF MUNICIPALITY]

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

**ATTEST:**

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

When completed, send Certification No. 1 to:

**District LGRF Coordinator**

**Department of Transportation**

# **Appendix D**

## **Certification of the Construction Phase (MAP)**

## CERTIFICATION NO. 2

### CERTIFICATION OF THE CONSTRUCTION PHASE

**Control No. [0000]**

**Project No. MAP-**

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. [0000] 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:

**[TITLE OF MUNICIPALITY]**

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

Mayor

**ATTEST:**

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

**Public Entity Clerk**

When completed, send Certification No. 2 to:

**District LGRF Coordinator, Department of Transportation**

# **Appendix E**

## **As Built Summary of Costs and Quantities**

## AS BUILT SUMMARY OF COSTS AND QUANTITIES



SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

[illegible]

# **Appendix F**

## **NMDOT Equipment Rates**



<div>  <div> <b>NEW MEXICO DEPARTMENT OF TRANSPORTATION</b>  <b>FLEET MANAGEMENT BUREAU</b>  <b>CLASS TABLE</b>  <b>EFFECTIVE 01/01/2011</b> </div>  </div>						
CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>01</b>		<b>MOTOR GRADERS</b>				
01	A	Motor Graders, Art. Frame, Up to 125 HP	144	40	4,500 Hours	\$ 46.00
01	B	Motor Graders, Art. Frame, 126 to 150 HP	144	20	4,500 Hours	\$ 35.50
01	C	Motor Graders, Art. Frame, 151 to 175 HP	144	20	4,500 Hours	\$ 42.20
01	D	Motor Graders, Art. Frame, 176 to 200 HP	144	20	4,500 Hours	\$ 42.60
01	E	Motor Graders, Art. Frame, Over 200 HP	144	20	4,500 Hours	\$ 46.30
<b>02</b>		<b>AUTOMOTIVE</b>				
02	A	Sedan, Compact	84	20	115,000 Miles	\$ 3.00
02	B	Sedan, Intermediate	84	20	115,000 Miles	\$ 3.00
02	C	Sedan, Intermediate, 4WD	84	20	115,000 Miles	\$ 3.75
02	D	Sedan, Standard, Full Size	84	20	115,000 Miles	\$ 4.25
02	E	Station Wagon	84	20	115,000 Miles	\$ 4.50
02	F	Station Wagon, 4WD	84	20	115,000 Miles	\$ 4.75
<b>03</b>		<b>LIGHT DUTY VEHICLES</b>				
03	B	Pickup, Economy	84	20	125,000 Miles	\$ 3.00
03	C	Pickup, 1/2 Ton, 2WD	84	20	125,000 Miles	\$ 5.10
03	D	Pickup, 1/2 Ton, 4WD	84	20	125,000 Miles	\$ 7.70
03	E	Pickup, 3/4 Ton, 2WD	84	20	125,000 Miles	\$ 6.90
03	F	Pickup, 3/4 Ton, 4WD	84	20	125,000 Miles	\$ 7.70
03	G	Pickup, 3/4 Ton, Crew Cab, 2WD	84	20	125,000 Miles	\$ 7.70
03	H	Pickup, 3/4 Ton, Crew Cab, 4WD	84	20	125,000 Miles	\$ 8.50
03	I	Pickup, 3/4 Ton, Utility Body, 2WD	84	20	125,000 Miles	\$ 7.70
03	J	Pickup, 3/4 Ton, Utility Body, 4WD	84	20	125,000 Miles	\$ 8.50
03	K	Suburban, 1/2 Ton, 2WD	84	20	125,000 Miles	\$ 5.50
03	L	Suburban, 1/2 Ton, 4WD	84	20	125,000 Miles	\$ 5.75
03	M	Suburban, 3/4 Ton, 2WD	84	20	125,000 Miles	\$ 5.75
03	N	Suburban, 3/4 Ton, 4WD	84	20	125,000 Miles	\$ 6.00
03	O	Utility Vehicle, S/M, 4WD	84	20	125,000 Miles	\$ 4.75
03	P	Utility Vehicle, Std, 4WD	84	20	125,000 Miles	\$ 5.50
03	Q	Van, Mini	84	20	125,000 Miles	\$ 3.25
03	R	Van, 1/2 Ton	84	20	125,000 Miles	\$ 4.00
03	S	Van, 3/4 Ton	84	20	125,000 Miles	\$ 4.50

CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>04</b>		<b>TRUCKS, DUMP (AND OTHER)</b>				
04	A	Truck, Dump, 5 CY (DIESEL)	96	20	175,000 Miles	\$ 24.80
04	B	Truck, Dump, 10 CY	144	20	200,000 Miles	\$ 37.60
<b>05</b>		<b>TRUCKS, MEDIUM/HEAVY DUTY, MISCELLANEOUS</b>				
05	A	Truck, 1 Ton/1.5 Ton	84	20	150,000 Miles	\$ 25.00
05	B	Truck, Crew Cab, 1 Ton	84	20	150,000 Miles	\$ 8.00
05	C	Truck, Utility Body, 1 Ton/1.5 Ton	84	20	150,000 Miles	\$ 8.00
05	D	Truck, Crew Cab, Utility Body, 1 Ton	84	20	150,000 Miles	\$ 8.00
05	E	Truck, Flatbed, 1 Ton/1.5 Ton	84	20	150,000 Miles	\$ 12.00
05	F	Truck, Flatbed, 28/35K	120	20	125,000 Miles	\$ 17.10
05	G	Truck, Flatbed, 50K	120	20	125,000 Miles	\$ 27.30
05	H	Truck, 5th Wheel, 28/35K	120	20	125,000 Miles	\$ 26.50
05	I	Truck, 5th Wheel, 50K	144	20	200,000 Miles	\$ 32.50
05	J	Truck, Salt Spreader, 5 CY	96	20	100,000 Miles	\$ 20.00
05	K	Truck, Salt Spreader, 10 CY	120	20	150,000 Miles	\$ 30.00
05	L	Truck, Welder	120	20	N/A	\$ 12.25
05	M	Truck, Cone Body	96	20	N/A	\$ 5.00
05	N	Truck, Service	120	20	N/A	\$ 22.75
05	O	Truck, Aerial Lift/Bucket or Platform	120	20	N/A	\$ 25.50
05	P	Truck, Van Body	96	20	125,000 Miles	\$ 8.60
05	Q	Truck, Water	96	20	N/A	\$ 15.25
05	R	Truck, Trash Compactor	120	20	125,000 Miles	\$ 12.00
05	S	Truck, Herbicide Sprayer	96	20	125,000 Miles	\$ 11.70
05	T	Truck, Rotary Snow Plow	144	20	N/A	\$ 50.00
05	U	Truck, Courtesy (Help)	96	20	150,000 Miles	\$ 16.00
05	V	Street Sweeper	96	20	N/A	\$ 85.00
05	W	Truck, Jet Rodder/Catch Basin Cleaner	144	40	175,000 Miles	\$ 30.00
05	X	Van, 1 Ton & Over	96	20	125,000 Miles	\$ 4.50
05	Y	Truck, C & C, Up to 35K (W/Miscellaneous Attachments)	120	20	150,000 Miles	\$ 23.00
05	Z	Truck, C & C, Over 35K (W/Miscellaneous Attachments)	120	20	150,000 Miles	\$ 23.00
<b>06</b>		<b>TRUCKS, OIL DISTRIBUTOR</b>				
06	A	Truck, Oil Distributor, 600 Gallons	144	20	N/A	\$ 9.20
06	B	Truck Oil Distributor, 1200 Gallons	144	20	N/A	N/A
06	C	Truck Oil Distributor, 1800 Gallons	144	20	N/A	\$ 9.40
06	D	Truck Oil Distributor, 3500 Gallons	144	20	N/A	\$ 11.10
<b>07</b>		<b>TRUCKS, CRANE &amp; BRIDGE INSPECTION</b>				
07	A	Truck, Crane	180	20	N/A	N/A
07	B	Truck, Bridge Inspection Unit	180	20	N/A	\$ 200.00

CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>08</b>		<b>TRUCKS, C&amp;C W/HEAVY-DUTY DRILLING EQUIPMENT</b>				
08	A	Truck, Single Axle, C&C for Drill Rig, Small	120	20	N/A	\$ 20.00
08	B	Truck, Tandem Axle, C&C for Drill Rig, Large	120	20	N/A	\$ 30.00
08	C	Truck, Core Drill	96	20	N/A	\$ 30.00
<b>09</b>		<b>EXCAVATING EQUIPMENT</b>				
09	A	Excavator, Crawler	180	20	N/A	\$ 44.70
09	B	Excavator Wheeled	180	20	N/A	\$ 44.70
<b>10</b>		<b>ROLLERS</b>				
10	A	Roller, Steel Wheel, 4 to 6 Ton	180	20	2,000 Hours	\$ 17.00
10	B	Roller, Combination, 4 to 6 Ton (Steel Wheel & Pneumatic)	180	20	2,000 Hours	\$ 15.60
10	C	Roller, Steel Wheel, 8 to 12 Ton	180	20	2,000 Hours	\$ 17.30
10	D	Roller, Steel Wheel, Vibratory	180	20	2,000 Hours	\$ 26.20
10	E	Roller, Pneumatic, 8 to 12 Ton	180	20	2,000 Hours	\$ 17.00
10	F	Roller, Pneumatic, 15 Ton	180	20	2,000 Hours	N/A
10	G	Roller, Pneumatic, 25 Ton	180	20	2,000 Hours	N/A
10	H	Roller/Compactor, Padfoot, Vibratory	180	20	2,000 Hours	\$ 33.60
10	I	Roller/Compactor, Padfoot, Tow Type	180	20	N/A	N/A
10	J	Roller, Grid, Tow Type	180	20	N/A	N/A
10	K	Roller, Steel Wheel, Tow Type	180	20	N/A	N/A
<b>11</b>		<b>CRAWLER TRACTORS</b>				
11	A	Crawler Tractor/Dozer, up 75 Horsepower inc. blade/ripper	192	20	4,000 Hours	\$ 29.50
11	B	Crawler Tractor/Dozer, 76 to 100 Horsepower inc. blade/ripper	192	20	4,000 Hours	N/A
11	C	Crawler Tractor/Dozer, 101 to 150 Horsepower inc. blade/ripper	192	20	4,000 Hours	\$ 35.60
11	D	Crawler Tractor/Dozer, 151 to 300 Horsepower inc. blade/ripper	192	20	4,000 Hours	\$ 57.90
11	E	Crawler Tractor/Dozer, Over 300 Horsepower inc. blade/ripper	192	20	4,000 Hours	N/A
11	F	Crawler Tractor/Loader	192	20	4,000 Hours	\$ 34.70
11	G	Track Mounted Trencher	192	20	4,000 Hours	N/A
11	H	Trencher/Backhoe (Wheel or Track)	192	20	4,000 Hours	N/A
<b>13</b>		<b>SWEEPERS</b>				
13	A	Rotary Broom Self Propelled	144	40	N/A	\$ 19.20
13	B	Rotary Broom, Truck Mounted	144	40	N/A	N/A
13	C	Rotary Broom, Tow Type	144	40	N/A	N/A
13	D	Pick-Up Broom, Self Propelled	144	40	N/A	\$ 55.90
13	E	Air or Vacuum Sweeper	96	40	N/A	\$ 61.10
13	F	Industrial Rider, Power Sweeper	120	40	N/A	N/A
13	G	Industrial Walk-Behind, Power Sweeper	120	40	N/A	N/A
13	H	Litter Pickup Machine, Towable	96	40	N/A	N/A

CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>17</b>		<b>MULCH SPREADERS</b>				
17	A	Mulch Spreader	180	20	N/A	N/A
<b>18</b>		<b>AIR COMPRESSORS</b>				
18	A	Air Compressor, up to 125 CFM	144	25	N/A	\$ 14.80
18	B	Air Compressor, 126 to 300 CFM	144	25	N/A	\$ 17.50
18	C	Air Compressor, over 300 CFM	144	25	N/A	\$ 22.20
<b>19</b>		<b>BODIES</b>				
19	A	Dump Bed, 5 CY	96	40	N/A	\$ 2.50
19	B	Dump Bed, 10 CY	144	40	N/A	\$ 3.50
19	C	Dump Body, Utility	84	40	N/A	\$ 1.00
19	D	Platform, Dump Bed	84	40	N/A	\$ 3.25
19	E	Body, Trash Compactor	96	40	N/A	\$ 1.40
19	F	Dump Bed/Spreader Combo, 5-7 CY	120	40	N/A	\$ 4.00
19	G	Body, Cover/Shell	84	40	N/A	\$ 1.30
19	H	Water Tank, 3500 Gallon	144	40	N/A	\$ 2.70
19	I	Automotive Carrier	120	40	N/A	\$ 1.00
19	J	Welding Body	120	40	N/A	\$ 1.00
19	K	Platform Bed With Crane	120	40	N/A	\$ 1.90
19	L	Hydraulic Hook Hoist Body Swapping Assembly	144	40	N/A	\$ 10.00
19	M	Van Body	144	40	N/A	\$ 1.75
19	N	Jet Rodder/Catch Basin Cleaner	144	40	N/A	\$ 75.00
<b>20</b>		<b>CURB MACHINES</b>				
20	A	Curb Machines	240	10	N/A	\$ 6.60
<b>21</b>		<b>CONCRETE SAWS</b>				
21	A	Concrete Saw, up to 30 Horsepower	96	20	N/A	N/A
21	B	Concrete Saw, over 30 Horsepower	96	20	N/A	\$ 5.70
21	C	Concrete Saw, Portable Hand Unit	96	20	N/A	N/A
<b>22</b>		<b>CONCRETE MIXERS</b>				
22	A	Concrete Mixer, up to 5 CF	120	20	N/A	\$ 6.40
22	B	Concrete Mixer, 6 to 10 CF	120	20	N/A	\$ 6.40
22	C	Concrete Mixer, Over 10 CF	120	20	N/A	N/A

CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>24</b>		<b>CHIP SPREADERS</b>				
24	A	Chip Spreader, Self Propelled	144	20	N/A	\$ 57.40
24	B	Chip Spreader, Tailgate	144	20	N/A	\$ 5.40
<b>25</b>		<b>SCRAPERS</b>				
25	A	Scraper, 10 to 12 CY	192	25	4,000 Hours	\$ 137.60
<b>26</b>		<b>MATERIAL SPREADERS</b>				
26	A	Salt Spreader, 5 CY	96	10	N/A	\$ 4.10
26	B	Salt Spreader, 10 CY	144	10	N/A	\$ 4.70
26	D	Material Spreader, up to 2 CY	96	10	N/A	\$ 3.50
<b>27</b>		<b>SEED DRILLS</b>				
27	A	Seed Drill	120	10	N/A	\$ 3.10
<b>28</b>		<b>DRILL RIGS</b>				
28	A	Truck Mounted, Rotary Auger Drill	120	25	N/A	\$ 39.70
28	B	Truck Mounted, Rotary Auger Pavement Drill	120	25	N/A	\$ 46.40
28	D	Truck Mounted, Vertical Earth Drill	120	25	N/A	\$ 39.70
28	E	Posthole Digger/Auger	120	25	N/A	N/A
28	F	Truck Mounted, Rotary Auger Drill large	120	25	N/A	N/A
28	G	Drill, Core Hydraulic	120	20	N/A	N/A
28	H	Drill, Rock Air Driven	120	20	N/A	N/A
<b>30</b>		<b>AERIAL LIFT/BUCKETS</b>				
30	A	Aerial Lift/Bucket, Hydraulic, Small	120	20	N/A	\$ 7.80
30	B	Aerial Lift/Bucket, Hydraulic, Large	120	20	N/A	\$ 15.50
30	C	Hydra Lift, Platform	120	20	N/A	\$ 22.40
30	D	Aerial Platform, Scissors Lift, Self-Propelled	120	20	N/A	\$ 18.00
<b>34</b>		<b>LUBRICATION UNITS</b>				
34	A	Lubrication Unit	120	10	N/A	\$ 25.30
<b>35</b>		<b>TRAFFIC LINE REMOVERS</b>				
35	A	Traffic Line Remover	240	10	N/A	\$ 3.90
<b>36</b>		<b>BORING UNITS</b>				
36	A	Boring Unit	240	10	N/A	\$ 6.00

CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>37</b>		<b>INDUSTRIAL TRACTORS</b>				
37	A	Industrial Tractor, up to 50 Horsepower	120	30	3,000 Hours	\$ 12.80
37	B	Industrial Tractor, over 50 Horsepower	144	30	3,000 Hours	\$ 22.10
37	C	Industrial Tractor w/Backhoe Loader	144	30	3,000 Hours	\$ 16.90
37	D	Industrial Tractor w/Special Attachment	120	30	3,000 Hours	\$ 23.00
37	E	Industrial Tractor w/Backhoe/Trencher	120	30	3,000 Hours	\$ 15.10
37	F	Towable Backhoe	120	30	3,000 Hours	\$ 15.60
<b>38</b>		<b>GUNITE UNITS</b>				
38	A	Gunit Unit	144	10	N/A	N/A
<b>39</b>		<b>LIGHT PLANTS</b>				
39	A	Light Plant	180	10	N/A	NA
<b>41</b>		<b>MOWERS</b>				
41	A	Mower, 15 Foot, Rotary, Tow Type	144	10	N/A	\$ 14.10
41	B	Mower, 15 Foot, Flail, Gang Type	144	10	N/A	\$ 9.90
41	C	Mower, up to 10 Foot, Rotary, Tow Type	144	10	N/A	\$ 9.90
41	D	Mower, Side Mounted, Rotary	144	10	N/A	\$ 9.90
41	E	Mower, Side Mounted, Flail	144	10	N/A	\$ 9.90
41	F	Mower, Side Mounted, Sickle Bar	144	10	N/A	\$ 4.10
41	G	Mower, Side Mounted, Boom	144	10	N/A	\$ 4.10
<b>42</b>		<b>TRUCK SCALES</b>				
42	A	Truck Scales, Portable	240	10	N/A	\$ 13.30
<b>45</b>		<b>MUD JACKS</b>				
45	A	Mud Jack	240	10	N/A	\$ 2.00
<b>46</b>		<b>ELECTRIC GENERATORS</b>				
46	A	Generator, Electric	120	60	N/A	\$ 5.60
<b>49</b>		<b>HEATERS</b>				
49	A	Heater, Asphalt	180	10	N/A	\$ 7.60
<b>50</b>		<b>PUMPS</b>				
50	A	Pump, Asphalt	180	25	N/A	\$ 2.00
50	B	Pump, Water	180	25	N/A	\$ 2.40

CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>52</b>		<b>ASPHALT PAVERS</b>				
52	A	Asphalt Paver	180	15	N/A	\$ 116.40
52	B	Asphalt Windrow Elevator	180	15	N/A	\$ 24.90
<b>54</b>		<b>FORKLIFTS</b>				
54	A	Forklift, Electric, up to 5000 Lbs.	144	50	N/A	\$ 8.50
54	B	Forklift, Hydraulic, up to 10 Ton	144	50	N/A	\$ 23.10
54	C	Forklift, Hydraulic, over 10 Ton	144	50	N/A	\$ 27.00
<b>55</b>		<b>LOADERS</b>				
55	A	Wheel Loader, up to 2 CY	144	30	4,500 Hours	\$ 27.30
55	B	Wheel Loader, 2.1 to 3 CY	144	30	4,500 Hours	\$ 32.50
55	C	Wheel Loader, over 3 CY	144	30	4,500 Hours	\$ 51.30
55	D	Skid Steer Loader	144	30	4,500 Hours	\$ 11.00
55	E	Loader/Backhoe, Large	144	30	4,500 Hours	\$ 39.60
55	I	Integrated Tool Carrier, up to 2.5 CY	144	30	4,500 Hours	\$ 32.00
55	J	Integrated Tool Carrier, over 2.5 CY	144	30	4,500 Hours	\$ 41.00
<b>59</b>		<b>ROD DRIVERS</b>				
59	A	Rod Driver, Manual	240	10	N/A	\$ 1.00
<b>60</b>		<b>STABILIZING MIXERS</b>				
60	A	Stabilizing Mixer, Portable Plant	144	25	N/A	\$ 50.00
60	B	Stabilizing Mixer, Self Propelled	144	25	N/A	\$ 50.00
60	C	Milling Machine, Towable	144	25	N/A	\$ 35.00
60	D	Cold Planer, Self-Propelled	168	25	N/A	\$ 275.00
<b>61</b>		<b>SNOW PLOWS</b>				
61	A	Snow Plow, Stationary, 10 Ft.	144	10	N/A	\$ 14.10
61	B	Snow Plow, Stationary, 12 Ft.	144	10	N/A	\$ 13.30
61	C	Snow Plow, Stationary, 14 Ft.	144	10	N/A	\$ 13.30
61	D	Snow Plow, Reversible, 10 Ft.	144	10	N/A	\$ 14.10
61	E	Snow Plow, Reversible, 12 Ft.	144	10	N/A	\$ 13.30
61	F	Snow Plow, Reversible, 14 Ft.	144	10	N/A	\$ 17.00
61	G	Snow Plow, Rotary	144	10	N/A	\$ 13.10
61	H	Snow Plow, Uni-Mount, 8 1/2 Ft.	144	10	N/A	\$ 15.70

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CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>68</b>		<b>TRAILERS</b>				
68	A	Trailer, Platform, 10 to 15 Ton	144	20	N/A	\$ 4.00
68	B	Trailer, Platform, over 15 Ton	144	20	N/A	\$ 4.50
68	C	Trailer, Lowboy, 20 to 40 Ton	144	20	N/A	\$ 8.70
68	D	Trailer, Lowboy, 50 Ton	144	20	N/A	\$ 14.00
68	E	Trailer, Oil Distributor, 600 Gallon	144	20	N/A	\$ 5.00
68	F	Trailer, Office	144	20	N/A	\$ 2.00
68	G	Trailer, Lab	144	20	N/A	\$ 2.30
68	H	Trailer, Storage	144	20	N/A	\$ 2.00
68	I	Trailer, Asphalt Tank	144	20	N/A	\$ 11.45
68	J	Trailer, Fuel Tank	144	20	N/A	\$ 10.00
68	K	Trailer, Water Tank	144	20	N/A	\$ 10.00
68	L	Trailer, Asphalt/Water Pump	144	20	N/A	\$ 5.00
68	M	Trailer, Mud Jack	144	20	N/A	\$ 2.60
68	N	Trailer, Air Compressor	144	20	N/A	\$ 2.00
68	O	Trailer, Generator	144	20	N/A	\$ 3.50
68	P	Trailer, Welder	144	20	N/A	\$ 2.00
68	Q	Trailer, Sign/Cone	144	20	N/A	\$ 2.50
68	R	Trailer, Traffic Alerting Device	144	20	N/A	\$ 2.00
68	S	Trailer, Jet Rodder	144	20	N/A	\$ 16.00
68	T	Trailer, Dump/Flowboy	144	20	N/A	\$ 17.00
68	U	Trailer, Pup	144	20	N/A	\$ 11.45
68	V	Trailer, Mulch Spreader/Wood Chipper	144	20	N/A	\$ 4.20
68	W	Trailer, Cement Mixer	144	20	N/A	\$ 1.00
68	X	Trailer, Flatbed/Utility	144	20	N/A	\$ 2.50
68	Y	Trailer, Roller	144	20	N/A	\$ 2.50
68	Z	Trailer, Miscellaneous	144	20	N/A	\$ 2.00
<b>70</b>		<b>TRAFFIC ALERTING DEVICES</b>				
70	A	Variable Message Board	96	20	N/A	
70	B	Sequential Arrow Board	96	20	N/A	
<b>72</b>		<b>OIL DISTRIBUTORS</b>				
72	A	Oil Distributor, 600 Gallon	144	15	N/A	\$ 20.90
72	B	Oil Distributor, 1200 Gallon	144	15	N/A	\$ 37.00
72	C	Oil Distributor, 1800 Gallon	144	15	N/A	\$ 38.00
72	D	Crack Sealer	144	15	N/A	\$ 11.50
72	E	Oil Distributor, 3500 Gallon	144	15	N/A	\$ 43.00

CLASS	SUB-CLASS	DESCRIPTION	LIFE CYCLE MONTHS	LIFE CYCLE % RESALE ESTIMATE	REPLACEMENT CRITERIA	RENTAL RATE
<b>74</b>		<b>WELDERS</b>				
74	A	Welder, up to 300 AMP	180	30	N/A	\$ 4.40
74	B	Welder, over 300 AMP	180	30	N/A	\$ 5.70
<b>75</b>		<b>COMPACTION CUTTERS</b>				
75	A	Pavement Router	120	10	N/A	N/A
75	B	Disc Harrow	180	10	N/A	\$ 1.00
<b>76</b>		<b>SPRAYERS</b>				
76	A	Sprayer, Herbicide, up to 500 Gallon	96	10	N/A	\$ 7.70
76	B	Sprayer, Herbicide, over 500 Gallon	96	10	N/A	\$ 7.80
76	C	Sprayer, Chemical/Liquid Deicer, up to 1000 Gallon	96	10	N/A	\$ 11.10
76	D	Sprayer, Chemical/Liquid Deicer, over 1000 Gallon	96	10	N/A	\$ 11.40
76	E	Sprayer, Combo, Herbicide/Deicer, up to 1000 Gallon	96	10	N/A	\$ 11.10
76	F	Sprayer, Combo, Herbicide/Deicer, over 1000 Gallon	96	10	N/A	\$ 11.40
<b>77</b>		<b>WINDROW SIZERS</b>				
77	A	Windrow Sizer	144	15	N/A	\$ 1.40
<b>78</b>		<b>COMPACTORS</b>				
78	A	Compactor, Portable	120	10	N/A	\$ 14.10
<b>80</b>		<b>ATTENUATORS</b>				
80	A	Attenuator, Truck Mounted	120	50	N/A	\$ 4.10
<b>82</b>		<b>ALL TERRAIN VEHICLES</b>				
82	A	All Terrain Vehicle, up to 600 CC	96	50	N/A	\$ 3.20
82	B	Mobile Data Recorder (ATV MOUNTED)	96	20	N/A	\$ 19.50

# **Appendix G**

## **Department of Finance and Administration JPA Brief Form**

DEPARTMENT of FINANCE and ADMINISTRATION (DFA)

DFA Office of the Secretary  
Bataan Memorial Bldg., Suite 180  
Santa Fe, New Mexico 87501  
(505) 827-4985

JOINT POWERS AGREEMENT (JPA) BRIEF

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: \_\_\_\_\_

SECONDARY PARTY: \_\_\_\_\_

OTHER PARTY: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT ADDRESS: \_\_\_\_\_

DOCUMENTS ENCLOSED:

AMOUNT:

<input type="checkbox"/>	JPA	Federal Funds	\$ 0
<input type="checkbox"/>	JPA Amendment	General Funds	\$ 0
<input type="checkbox"/>	Purchase Document	Other State Funds	\$ 0
<input type="checkbox"/>	Written Justification	Local Gov. Funds	\$ 0
<input type="checkbox"/>	Other _____	Total	\$ 0

PURPOSE: \_\_\_\_\_

TERM: From: \_\_\_\_\_ To: \_\_\_\_\_

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE: \_\_\_\_\_

**Statutory Requirements** - Agencies must check each blank certifying to DFA that JPA:

\_\_\_\_\_ jointly exercises a power common to the parties (*Transferring funds from one agency to another does not constitute the joint exercise of power.*);

\_\_\_\_\_ clearly specifies its purpose;

\_\_\_\_\_ establishes the manner in which the joint power will be exercised;

\_\_\_\_\_ provides for strict accountability of all receipts and disbursements;

\_\_\_\_\_ addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and

\_\_\_\_\_ specifies that any surplus money shall be returned in proportion to the contributions made.

**Other Requirements** – Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

\_\_\_\_\_ Is one original and at least two copies of the JPA or amendment attached? (*DFA will forward copies to the contact.*)

\_\_\_\_\_ Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?

\_\_\_\_\_ Are all exhibits referred to in the JPA attached?

\_\_\_\_\_ Does the JPA provide for the expenditure or transfer of public funds by a state agency? (*All public money must be budgeted.*)

\_\_\_\_\_ Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.

\_\_\_\_\_ If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (*Letter must be signed by one of the parties.*)

\_\_\_\_\_ Has the JPA or amendment been reviewed by legal counsel? If yes, state who \_\_\_\_\_

\_\_\_\_\_  
AGENCY HEAD SIGNATURE

\_\_\_\_\_  
TITLE

# **Appendix H**

## **Commission Brief Form**

# Commission Brief

**SUBJECT:** 2013/2014 FY Local Government Road Fund Program

**PRESENTER:**

**BACKGROUND:**

**ACTION:**

# **Appendix I**

## **Project Scope Description**



## **LOCAL GOVERNMENT ROAD FUND PROJECT SCOPES**

### **Pavement Rehabilitation/Improvements**

1. Mill/Inlay
2. Fog Seal
3. Overlay with PMPB
4. Micro surfacing
5. Chip seal
6. Hot Insitu
7. Cold Milling recycling
8. Pothole patching
9. Blade patching
10. Slurry seals
11. Scrub seals
12. Double Penetration Chip Seals
13. Sand seals
14. Striping

### **Reconstruction**

1. Curb and gutter replacement
2. Manhole adjustments
3. Wheelchair ramps
4. Sidewalk
5. Pulverize
6. Roadway which are removed and rebuilt from subgrade preparation and up
7. Geometric improvements (includes adding acceleration or deceleration lanes, new lanes, turn bays)
8. Striping included
9. Utility Adjustments
10. Striping
11. Signing

### **Full Construction**

1. Roadway alignment
2. Roadway extensions
3. New roadway
4. Survey
5. Striping
6. Signing

### **Drainage Improvements**

1. Culvert installation and replacement
2. Grading ditches
3. Construction of v-ditches
4. Drop inlets

5. French drains
6. Drainage ponds
7. Concrete Box Culverts

### **Blading, & Shaping**

1. With Borrow, (base course, caliche, pit run) includes compaction
2. Without borrow
3. Prime for borrow

### **Traffic Signal improvements**

1. New signals
2. Upgrade signals (upgrades to actual signal or addition of new system to existing signal)

### **Parking Lot Improvements**

1. New parking lot
2. Expansion of parking lot
3. New student drop off and pickup
4. Chip seal
5. Overlay
6. Fog seal
7. Parking lot reconstruction
8. Curb and Gutter (perimeter of parking lot)
9. Light installation (perimeter of parking lot)
10. Sidewalk construction (perimeter of parking lot)
11. Parking lot striping

Note: Improvements to access roads to campuses may be covered under the pavement rehabilitation, reconstruction, or full construction categories

### **Miscellaneous**

1. Slope paving
2. Guardrail
3. Striping
4. Signing
5. Cattle guards
6. Vegetation management

### **Bridge Replacement**

### **Design**

### **Right of Way Acquisition**

### **Roadway Lighting**

### **Construction Management**

### **Fencing Right of Way**

# **Appendix J**

## **Environmental and Cultural Resources Certification Form**

**\*\* STATE FUNDING ASSISTANCE TO LOCAL GOVERNMENTS \*\***

Environmental and Cultural Resources Certification Form for Meeting Requirements of New Mexico Transportation Commission Policy No. 44 and House and Senate Memorials

Local Government Project

Sponsor \_\_\_\_\_

Project No. \_\_\_\_\_ Control No. \_\_\_\_\_ City/County \_\_\_\_\_

Project Description \_\_\_\_\_

» Enter date for each activity. This form should be completed prior to construction. «

\_\_\_\_\_ **Land Ownership:** Determine land ownership. Contract land manager to initiate coordination if project is located on state or federal land or on a highway right of way easement located on state or federal land.

\_\_\_\_\_ **Noise Ordinances:** Determine if state or local noise ordinances apply to project. Initiate coordination

\_\_\_\_\_ **Air Quality Ordinances:** Determine if federal, state, or local air quality ordinances apply to project. Initiate coordination.

\_\_\_\_\_ **Surface Water Quality:** Determine if project meets New Mexico Water Quality Control Commission Regulations. Complete coordination with the Surface Water Quality Bureau of the New Mexico Environment Department if the project affects wetlands or violates water quality standards. Obtain National Pollutant Discharge Elimination System Permit if project disturbs one acre or more of the ground surface.

\_\_\_\_\_ **Ground Water Quality:** Determine if project is consistent with New Mexico Water Quality Standards. Submit a Notice of Intent to the Ground Water Protection & Remediation Bureau of the New Mexico Environment Department if there will be any water impounds that discharge to ground water.

\_\_\_\_\_ **Threatened and Endangered Species:** Contact U.S. Fish and Wildlife Service; New Mexico Department of Energy, Minerals and Natural Resources; and New Mexico Department of Game and Fish if it is possible that protected species may be affected.

\_\_\_\_\_ **Hazardous Materials:** Determine if hazardous materials are within project limits. Hazardous materials include solid waste, underground storage tanks, hazardous waste, and radioactive waste. Report any material that may be a threat to public health or the environment to the appropriate bureau at the New Mexico Environment Department.

\_\_\_\_\_ **Historic and Cultural Properties:** Complete coordination with the State Historic Preservation Officer (SHPO) for every project to determine if historic or cultural properties may be affected and also to determine if additional investigations or a

cultural resource inventory are needed to meet requirements of the New Mexico State Cultural Properties Act and the New Mexico Prehistoric and Historic Sites Preservation Act.

**Cultural Resources Inventory:** Complete cultural resources inventory if it is required by SHPO. Complete additional coordination with SHPO.

Attach SHPO and any other agency coordination and approval documents

» *Submit form and other documents to District Office upon completion of project.* «

#### AGENCY CONTACTS

AIR QUALITY	
Air Quality Bureau 1301 Siler Road Building B Santa Fe, New Mexico 87505 Phone: 505-476-4300 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>	Department of Environment Harold L. Runnels Building 1190 St. Francis Dr Suite /N4050 Santa Fe, New Mexico 87505 Phone: 505-827-2855 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>
WATER QUALITY AND WETLANDS	
Drinking Water Bureau Surface 525 Camino de los Marquez, Ste. 4 P.O. Box 26110 Santa Fe, New Mexico 87502 Phone: 505-476-8620 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>	Surface Water Quality Bureau Harold S. Runnells Building Room N2050 1190 St. Francis Drive Santa Fe, New Mexico 87502 Phone: 505-827-0187 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>
Ground Water Protection and Remediation Bureau Harold S. Runnells Building Room N2050 1190 St. Francis Drive P.O. Box 26110 Santa Fe, New Mexico 87502 Phone: 505-827-29718 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>	U.S. Army, Corps of Engineers Chief Regulatory Section 4101 Jefferson Plaza NE Albuquerque, NM 87109-3435 Phone: 505-342-3100 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>
THREATENED AND ENDANGERED SPECIES	
U.S. Fish and Wildlife Services New Mexico Field Office State Supervisor 21105 Osuna NE Albuquerque, New Mexico 87113 Phone: 505-346-2525 <a href="http://www.fws.gov">www.fws.gov</a>	U.S. Fish and Wildlife Services Filed Supervisor Ecological Services 500 Gold Ave SW Albuquerque, New Mexico 87102 Phone: 505-248-6282 <a href="http://www.fws.gov">www.fws.gov</a>
NM Energy, Minerals and Natural Resources Forestry and Resources Conservation Division P.O. Box 1948 Santa Fe, New Mexico 87504 -1948 Phone: 505-476-3325 <a href="http://www.emnrd.state.nm.us">www.emnrd.state.nm.us</a>	NM Department of Game and Fish Directors Office P.O. Box 25112 1 Wildlife Way Santa Fe, New Mexico 87507 Phone: 505-478000 <a href="http://www.wildlife.state.nm.us">www.wildlife.state.nm.us</a>
HAZARDOUS MATERIALS	
Solid Waste Bureau Harold S. Runnells Building, Room S2050 1190 St. Francis Drive P.O. Box 26110 Santa Fe, New Mexico 87502 Phone: 505-827-0197 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>	Hazardous Waste Bureau 2905 Rodeo Park Drive East, Building I Santa Fe, New Mexico 87505 Phone: 505-476-6030 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>

Petroleum Storage Tank Bureau New Mexico Environment Department 1301 Siler Road Building B Santa Fe, New Mexico 87507 Phone: 505-476-4397 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>	Radiation Control Bureau 525 Camino de Los Marquez Suite 1 Santa Fe, New Mexico 87502 Phone: 505-476-8600 <a href="http://www.nmenv.state.nm.us">www.nmenv.state.nm.us</a>
<b>CULTURAL AND HISTORICAL RESOURCES</b>	
State Historic Preservation Office Office of Cultural Affairs Historic Preservation Division Bataan Memorial Building 407 Galisteo Street Suite 236 Santa Fe, New Mexico 87501 Phone: 505-827-6320 <a href="http://www.newmexicoculture.org">www.newmexicoculture.org</a>	New Mexico Department of Transportation 1120 Cerrillos Road P.O. Box 1149 Santa Fe, New Mexico 87504 Phone: 505-827-5100 <a href="http://www.dot.state.nm.us">www.dot.state.nm.us</a>

# **Appendix K**

## **LGRF Contract and Payment Procedures**

# **Local Government Road Fund**

## **Contract and Payment Processing Procedure**

1. LGRF Unit drafts all Municipal Arterial Program contracts w/SHARE Project Budget form.
2. Districts LGRF Coordinators draft the remainder of contracts, (3 originals for each project & 4 for JPA's) w/ SHARE Project Budget form and forward to the LGRF Unit.
  - Districts shall also forward entity resolution at this time (which will be attached as Appendix "C" of the contracts.)
  - A cover letter from District will be included in package.
3. LGRF Unit reviews and compares District submitted contracts and SHARE Project Budget forms to Commission approved program.
4. LGRF Unit sends all contracts to Office of General Counsel and the Deputy Secretary for signatures.
5. After the contract have all of the required signatures the LGRF Unit sends all contracts to Contract Administration Section for assignment of contract number and contract date:
  - All three (4 if JPA's) original contracts will be forwarded to the Contract Administration Section,
  - SHARE Project Budget form will not be forwarded with contracts,
  - SHARE Project Budget form will be filed in respective project files.
6. Contract Administration Section assigns contract number, contract date and enters the contract amount in SHARE.
7. Contract Administration Section sends three original contracts completed in step 5 back to LGRF Unit and retains one original for CAS files. (JPA's are sent to DFA for recording, 1 copy is kept.).
8. LGRF Unit forwards two originals of contracts to District and retains one copy for LGRF files.
9. LGRF Unit inputs the Purchase Order (PO), and tracts approval of funds
  - LGRF Unit completes Purchase Order (PO) only after project is set up.
10. LGRF Unit prints a copy of the Purchase Order (PO) form for the District.
11. LGRF Unit keeps a copy of PO for LGRF files.
12. At this point, funding may be disbursed. LGRF Unit will disburse all LGRF funding until further notice is given. Funding will not be disbursed without all required documentation in LGRF Unit. Following is the required documentation to be submitted by the Districts for disbursement of LGRF funding:
  - Letter requesting disbursement of funding from Public Entity must include; Department project number; Control Number; Transportation Commission approved scope & termini; and dollar amount,
  - "Notice of Award" form which is fully executed by appropriate personnel,
  - "Notice to Proceed" form which is fully executed by appropriate personnel,
  - Preliminary summary of costs and quantities.



- Note:** If all required documentation is not submitted to the LGRF coordinator will notify the District. Disbursement of funding will not be processed until all documentation is submitted.
13. After audit and review of documentation is complete, LGRF Unit will input voucher for release of funding.
  14. Finance Bureau releases funding. ACH is sent or Check is cut and mailed to Public Entity.
  15. District pulls the copy of the Disbursement Voucher information from either 1) SHARE or 2) Electronic Document Management System (EDMS) [formerly File Net] 3) Current method used by the Financial Control Division.
  16. District keeps copy of Disbursement Voucher information for their file.
  17. District submits Notification to Close Project form to the LGRF Unit.

NOTE: Procedure applies to COOP, CAP, SBR, MWP, MAP programs. MAP agreements will be developed and processed by LGRF Unit to the point of encumbrance. Districts shall process disbursement requests for MAP the same as the remainder of the program.

# **Appendix L**

## **SHARE Project Budget Form**

## SHARE PROJECT BUDGET FORM

*Note: All Orange Highlighted Fields MUST Be Entered*

FROM: \_\_\_\_\_

DATE \_\_\_\_\_

ADMINISTRATIVE PROJECT NUMBER \_\_\_\_\_

CONTROL NUMBER \_\_\_\_\_

*Note: For 100% state project add HW2 before the Control Number; For a Federal Project add HWA before the Control Number*

DISTRICT \_\_\_\_\_

START DATE \_\_\_\_\_

END DATE \_\_\_\_\_

AUTH DATE \_\_\_\_\_

PROJECT DESCRIPTION \_\_\_\_\_

### FUNDS DISTRIBUTION

*Note: Fund Type "State" is equal to 100% State Funds. Fund Type "SM" is the State Match of Federal funds.*

SEQ #	STANDARD ACTIVITY	APPR	FUND TYPE	AGREEMENT AMOUNT	PRO RATA
			STATE	\$0.00	100.00%
			F	\$0.00	0.00%
			SM	\$0.00	0.00%
	TOTAL SEQUENCE			\$0.00	
			STATE	\$0.00	100.00%
			F	\$0.00	0.00%
			SM	\$0.00	0.00%
	TOTAL SEQUENCE			\$0.00	
			STATE	\$0.00	100.00%
			F	\$0.00	0.00%
			SM	\$0.00	0.00%
	TOTAL SEQUENCE			\$0.00	

	BEGINNING BALANCE	CURRENT REQUEST	TOTAL AMOUNT
STATE	\$0.00	\$0.00	\$0.00
F	\$0.00	\$0.00	\$0.00
SM	\$0.00	\$0.00	\$0.00
T	\$0.00	\$0.00	\$0.00
STATE	\$0.00		\$0.00
F	\$0.00		\$0.00
SM	\$0.00	\$0.00	\$0.00
T		\$0.00	\$0.00
STATE	\$0.00		\$0.00
F	\$0.00		\$0.00
SM	\$0.00	\$0.00	\$0.00
T		\$0.00	\$0.00

### PROJECT SUMMARY

100% STATE FUNDS \$0.00

OTHER FUNDS \_\_\_\_\_

*Note: Use Other field for Special Funds*

FEDERAL FUNDS (F) \$0.00

STATE MATCH FUNDS (SM) \$0.00

TOTAL PROJECT BUDGET \$0.00

### PROJECT ACCOUNTING INFORMATION

DEPARTMENT CODE \_\_\_\_\_

SHARE FUND NUMBER \_\_\_\_\_

BUD REF \_\_\_\_\_

SHARE ACCOUNT NUMBER \_\_\_\_\_

CLASS \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

BUDGET AVAILABLE \_\_\_\_\_

POSTED IN SHARE:

# **Appendix M**

## **Purchase Order Contract**



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

## CHANGE ORDER

## Dispatch via Print

### Department of Transportation

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

**Vendor:** 0000054386  
HARDING, COUNTY OF  
P O BOX 1002  
MOSQUERO NM 87733

<b>Purchase Order</b> 80500-0000134140	<b>Date</b> 10/04/2011	<b>Revision</b> 1 - 02/20/2012	<b>Page</b> 1
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way	
<b>Buyer</b> CHRISTINE SANDOVAL	<b>Phone</b>		

**Ship To:** 1120 CERRILLOS RD  
SANTA FE NM 87504  
United States

**Bill To:** P.O. BOX 1149  
SANTA FE NM 87504-1149  
United States

**Origin:** CON **Exc\Excl #:**

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	CAP-4-12(452) D13591 CN L400048-LOCAL GOVERNMENT ROAD FUND PROGRAM / STATE MAINTENANCE BUREAU contact 827-5699		1.00 EA	110,185.00	110,185.00	10/04/2011
	80500-20300-9104040000-547400-57400- -HW2L400048- -112-10000					
	<b>Schedule Total</b>				110,185.00	
	Contract ID: D13591	Contract Line: 0	Release: 1			
	<b>Item Total</b>				110,185.00	
2- 1	CAP-4-12(452)-MWP- D13591 CN L400048-LOCAL GOVERNMENT ROAD FUND PROGRAM / STATE MAINTENANCE BUREAU contact 827-5699		1.00 EA	36,728.00	36,728.00	02/20/2012
	80500-20300-9169000000-547400-57400- -HW2L400048- -112-10000					
	<b>Schedule Total</b>				36,728.00	
	Contract ID: D13591	Contract Line: 0	Release: 2			
	<b>Item Total</b>				36,728.00	
	<b>Total PO Amount</b>				146,913.00	

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

**Authorized Signature**

# **Appendix N**

## **Notice of Award/Work Order**

## NOTICE OF AWARD TO NMDOT

**TO:**

\_\_\_\_\_

Name

**DATE:**

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

City

**FROM:**

\_\_\_\_\_

**PROJECT NO.**

\_\_\_\_\_

**CONTRACT NO.**

\_\_\_\_\_

**CONTROL NO.**

\_\_\_\_\_

**VENDOR NO.**

\_\_\_\_\_

**SCOPE OF WORK (Including Routes and Termini):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are required to return an acknowledged copy of this NOTICE OF AWARD to the owner.  
(The following information must be included on all invoicing, *PROJECT NO.*; *CONTRACT NO.*; *CONTROL NO.*  
and *VENDOR NO.*)

Starting date : \_\_\_\_\_ Completion date : \_\_\_\_\_

By: \_\_\_\_\_

Name (Print Name)

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

ACCEPTANCE OF NOTICE (*Contractor or Road Superintendent*)

Receipt of the above NOTICE OF AWARD TO NMDOT is hereby acknowledged,

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Copy: District LGRF Coordinator, NMDOT

# **Appendix O**

## **Notice to Proceed**



## NOTICE TO PROCEED

**TO:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

**FROM:**

**PROJECT NO.** \_\_\_\_\_ **CONTRACT NO.** \_\_\_\_\_

**CONTROL NO.** \_\_\_\_\_ **VENDOR NO.** \_\_\_\_\_

**SCOPE OF WORK** (Including Routes and Termini): \_\_\_\_\_

In accordance with the Cooperative Agreement dated \_\_\_\_\_ you are hereby notified to commence work on \_\_\_\_\_.

**STARTING DATE:** \_\_\_\_\_

**COMPLETION DATE:** \_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged,

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Copy: District LGRF Coordinator, NMDOT

# **Appendix P**

## **Final Disbursement**

Summary			
Invoice Information			
Business Unit:	60500	Invoice No:	LGRF/CAP-5-13(472)D13881L50000
Voucher ID:	00434212	Invoice Date:	06/20/2013
Voucher Style:	Regular	Gross Amt:	161,278.00 USD
Contract ID:			
Vendor Name:	TORRANCE COUNTY	Pay Terms:	Pay Now
	P O BOX 48		
	ESTANCIA, NM 87018	Origin:	ONL
Entry Status:	Postable	Voucher Source:	Online
Match Status:	Matched	Post Status:	Posted
Approval Status:	Approved		
Budget Header Status:	Valid Budget Check		
Non-Prorated Budget Status:	Valid Budget Check	Entered on:	07/11/2013
Document Tolerance Status:	Valid	Created By:	CHRISTINE SANDOVAL
ERS Type:	Not Applicable	Last Updated:	07/11/2013
Close Status Indicator:	Open	Updated By:	CHRISTINE SANDOVAL

--	--	--	--	--	--	--	--	--

Summary | [Invoice Information](#) | [Payments](#) | [Voucher Attributes](#) | [Error Summary](#)

# **Appendix Q**

## **Notification to Close Project**

## NOTIFICATION TO CLOSE A PROJECT

(STATE AND SPECIAL PROJECTS)

TO:

DATE: \_\_\_\_\_

Funding Control

FROM:

District LGRF Coordinator

FILE REFERENCE: \_\_\_\_\_

Close Project No: \_\_\_\_\_

Contract No: \_\_\_\_\_

SHARE Control No: \_\_\_\_\_

Description/Location \_\_\_\_\_

Funding Source: LGRF PROGRAM

Final Inspection Date: N/A

Final Payment on Document: \_\_\_\_\_ was made in the amount of

\_\_\_\_\_ on \_\_\_\_\_

TOTAL SPENT:

\$ \_\_\_\_\_

CONTRACT AMOUNT:

\$ \_\_\_\_\_

UNDERRUN:

\$ \_\_\_\_\_

OVERRUN:

\$ \_\_\_\_\_

CC:

NMDOT : Funding Control Unit

# **Appendix R**

## **Agreement Forms (Cooperative, Joint Powers, and MAP)**

Contract No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Control No. \_\_\_\_\_

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201[ # ] between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **[TITLE OF PUBLIC ENTITY]**, ("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 **Public Entity** for the **[PROJECT SCOPE]**, Project No. **[Project Number]**, Control No. **[0000]** ("Project"). The Project is a joint and coordinated effort for which the 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 estimated total cost for the Project is **[spell out amount] (\$000,000)]** to be funded in proportional share by the parties hereto as follows:
  - a. **Department's** share shall be **75%** **\$000,000**  
**[INSERT PROJECT SCOPE HERE]**
  - b. The **Public Entity's** required proportional matching  
Share shall be **25%** **\$000,000**  
For purpose stated above

c. **Total Project Cost**

**\$000,000**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **[spell out dollar amount here (\$000,000)]**.

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

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
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 pre-construction activities, including, but not limited to, the following:
  - a. Utility Certification,
  - b. Drainage and storm drain design,
  - c. Geotechnical design,



- d. Pavement design,
  - e. Environmental and archaeological clearances Certification,
  - f. Right of-way acquisition Certification,
  - g. Hazardous substance/waste site(s) contamination,
  - h. Railroad Certification,
  - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
  9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
  10. Allow the Department to inspect the Project to determine that the Project is being 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, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
  11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
  12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
  13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost," form**, which is attached as Exhibit A.
  14. Within thirty (30) days of completion, furnish the Department an **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **"Project Certification of Design,**

**Construction, and Cost” form.**

15. Failure to provide the “**Project Certification of Design, Construction, and Cost**” form and an “**AS BUILT Summary of Costs and Quantities**” report within thirty (30) days of Project completion 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.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

#### **SECTION FOUR – THE DEPARTMENT SHALL:**

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

#### **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 – THIRD PARTY BENEFICIARY CLAUSE:**

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 SEVEN – PROJECT RESPONSIBILITY:**

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

#### **SECTION EIGHT – 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 of liability for participation on this project.

#### **SECTION NINE – NEW MEXICO TORT CLAIMS ACT:**

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

#### **SECTION TEN – 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, color, national origin, sex, sexual preference, age or disability, 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 ELEVEN –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 TWELVE – PUBLIC ENTITY'S PRIOR COSTS:**

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

#### **SECTION THIRTEEN – 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 (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted

accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

#### **SECTION FOURTEEN – DEPARTMENT'S 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. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

#### **SECTION FIFTEEN – 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 SIXTEEN – 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 SEVENTEEN – TERM:**

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 201[#].

#### **SECTION EIGHTEEN – TERMINATION:**

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may 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 nine months 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, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

#### **SECTION NINETEEN – 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 TWENTY – 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-ONE – 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-TWO – 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 seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Cabinet Secretary or Designee

Date: \_\_\_\_\_

**[TITLE OF PUBLIC ENTITY]**

By: \_\_\_\_\_

**[INSERT Name and Title]**

Date: \_\_\_\_\_

**ATTESTED**

By: \_\_\_\_\_

**[INSERT Name and Title]**

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on \_\_\_\_\_, 20\_\_\_\_; and

4. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## CONTRACT

SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

[illegible]

**Contract No.** \_\_\_\_\_  
**Vendor No.** \_\_\_\_\_

Project No. \_\_\_\_\_

Control No. \_\_\_\_\_

**[AMENDMENT NO.] AMENDMENT TO  
COOPERATIVE AGREEMENT**

This \_\_\_\_\_ AMENDMENT to Cooperative Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ between the NEW MEXICO DEPARTMENT OF TRANSPORTATION (“Department”) and the [TITLE OF PUBLIC ENTITY] (“Public Entity”).

**RECITALS**

**Whereas**, the Department and the Public Entity entered into a Cooperative Agreement, Contract No. \_\_\_\_\_, on \_\_\_\_\_, 201\_\_, attached as Exhibit “A” and made a part of this Amendment; and,

**Whereas**, Section Twenty-Two, “Amendment” allows the parties to alter the Cooperative Agreement by written consent of the parties; and

**Whereas**, the Department and the Public Entity want to extend the expiration date of the Agreement to \_\_\_\_\_, 201\_\_, to allow completion of the project; and,

**Whereas**, no additional funding is required to be paid to the Public Entity for this extension of time.

**Now, therefore**, the Department and the Public Entity agree as follows:

**1. Section Seventeen, “Term,”** is deleted and replaced with the following:

This Agreement is effective on **[date original agreement is effective]** and shall terminate on \_\_\_\_\_, 201\_\_, unless terminated pursuant to Section Seventeen of the Agreement.

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

**In witness whereof**, the parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

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

**Cabinet Secretary or Designee**

**[TITLE OF ENTITY]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

**[TITLE OF ENTITY]** Clerk

Contract No.	_____
Vendor No.	_____
Project No.	_____
Control No.	_____

**[AMENDMENT NO.] AMENDMENT TO  
COOPERATIVE AGREEMENT**

This \_\_\_\_\_ AMENDMENT to Cooperative Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ between the NEW MEXICO DEPARTMENT OF TRANSPORTATION (“Department”) and the [TITLE OF PUBLIC ENTITY] (“Public Entity”).

**RECITALS**

**Whereas**, the Department and the Public Entity entered into a Cooperative Agreement, Contract No. \_\_\_\_\_, on \_\_\_\_\_, 201\_\_, attached as Exhibit “A” and made a part of this Amendment; and,

**Whereas**, Section Twenty-Two, “Amendment” allows the parties to alter the Cooperative Agreement by written consent of the parties; and

**Whereas**, the Department and the Public Entity want to change the scope of work, increase funding and extend the expiration date of the Agreement to \_\_\_\_\_, 201\_\_;  
and,

**Whereas**, the State Transportation Commission approved the project changes on \_\_\_\_, 201[#].

Now, therefore, the Department and the Public Entity agree as follows:

1. **Section One, “Purpose”** is deleted and replaced with the following:

The purpose of this Agreement is to provide Local Government Road Funds to **[Public Entity]** for the **[PROJECT SCOPE]**, Project No. **[Project Number]**, Control No. **[0000]** ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

2. **Section Two, “Project Funding by Parties”** is deleted and replaced by the following”:

1. The estimated total cost for the Project is **[spell out amount] (\$000,000)]** to be funded in proportional share by the parties hereto as follows:

- |  |                  |
|--|------------------|
| a. <b>Department’s</b> share shall be <b>75%</b>             | <b>\$000,000</b> |
| <b>[INSERT PROJECT SCOPE HERE]</b>                           |                  |
| b. The <b>Public Entity’s</b> required proportional matching |                  |
| Share shall be <b>25%</b>                                    | <b>\$000,000</b> |
| For purpose stated above                                     |                  |
| c. <b><u>Total Project Cost</u></b>                          | <b>\$000,000</b> |

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **[spell out dollar amount here (\$000,000)]**.

3. **Paragraph Seventeen, “Term,”** is deleted and replaced with the following:

This Agreement is effective on **[date original agreement effective]** and shall terminate on \_\_\_\_\_, 201\_\_, unless terminated pursuant to Section Seventeen of the Agreement.

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

**In witness whereof**, the parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

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

**Cabinet Secretary or Designee**

**[TITLE OF ENTITY]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

**[TITLE OF ENTITY] Clerk**

Contract No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Control No. \_\_\_\_\_

## JOINT POWERS AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201[**#**] between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, (“Department”), and the **[TRIBE, PUEBLO, NAVAJO NATION, BIA]**, (“Tribe”, “Pueblo”, “Navajo Nation”, or “BIA”).

In consideration of the covenants contained herein and pursuant to the New Mexico Joint Powers Agreement Act, Sections 11-1-1 *et seq.* 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 **[Tribe Pueblo, Navajo Nation, BIA]**, for **[PROJECT SCOPE]**”, Project No. **[PROJECT NUMBER]**, or Project Control No. **0000**. The Project is a joint and coordinated effort for which the Department and the **[Tribe Pueblo, Navajo Nation, BIA]** 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 cost for the Project is **[Project total - spell out amount (\$000,000)]** to be funded in proportional share by the parties hereto as follows:

- a. **Department’s** share shall be 75%  
**\$000,000**

For the **[PROJECT SCOPE]**

- b. The **[Tribe, Pueblo, Navajo Nation, BIA]**’s required proportional matching share shall be 25%  
**\$000,000**
- c. **Total Project Cost**  
**\$000,000**

2. The **[Tribe Pueblo, Navajo Nation, BIA]** shall pay all Project costs which exceed the total amount of **[Project Total - spell out dollar amount here (\$000,000)]**.

**SECTION THREE -- [TRIBE, PUEBLO, NAVAJO NATION, BIA] SHALL:**

Act in the capacity of lead agency for the purpose as described in Section One.

Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.

Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.

Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.

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.

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.

Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:

- a. Utility Certification,
- b. Drainage and storm drain design,
- c. Geotechnical design,
- d. Pavement design,
- e. Environmental and archaeological clearances Certification,
- f. Right of-way acquisition Certification,
- g. Hazardous substance/waste site(s) contamination,
- h. Railroad Certification,
- i. Intelligent Transportation System (ITS) Certification

Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.

Obtain all required written agreements or permits, when applicable, from all public and private entities.

Allow the Department to inspect the Project to determine that the Project is being 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, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.

Complete the project within 18 months of approval of funding by the State Transportation Commission.

Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.

Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost," form**, which is attached as Exhibit A.

Within thirty (30) days of completion, furnish the Department an **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **"Project Certification of Design, Construction, and Cost"** form.

Failure to provide the **"Project Certification of Design, Construction, and Cost"** form and an **"AS BUILT Summary of Costs and Quantities"** report within thirty (30) days of Project completion 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.

Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

#### **SECTION FOUR – THE DEPARTMENT SHALL:**

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

Receipt of a Notice of Award and Notice to Proceed; and,

Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

#### **SECTION FIVE - BOTH PARTIES AGREE:**

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.

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.

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 -- THIRD PARTY BENEFICIARY CLAUSE:**

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 SEVEN -- PROJECT RESPONSIBILITY:**

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

#### **SECTION EIGHT -- 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 NINE-- LEGAL COMPLIANCE:**

The [Tribe, Pueblo, Navajo Nation, BIA] shall comply with all applicable federal, state, Tribal, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil rights, 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 [Tribe, Pueblo, Navajo Nation, BIA] shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

The [Tribe, Pueblo, Navajo Nation, BIA] waives its sovereign immunity to the extent provided by applicable [Tribe, Pueblo, Navajo Nation, BIA] law.

#### **SECTION TEN -- EQUAL OPPORTUNITY COMPLIANCE:**

The [Tribe, Pueblo, Navajo Nation, BIA] 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 [Tribe, Pueblo, Navajo Nation, BIA] agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 [Tribe, Pueblo, Navajo Nation, BIA] is found to be not in compliance with these requirements during the life of this Agreement, the [Tribe, Pueblo, Navajo Nation, BIA] agrees to take appropriate steps to correct these deficiencies.

#### **SECTION ELEVEN – LIABILITY:**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.* NMSA 1978. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of either party.

#### **SECTION TWELVE -- [Tribe, Pueblo, Navajo Nation, BIA]'S PRIOR COSTS:**

Any costs incurred by the [Tribe, Pueblo, Navajo Nation, BIA] prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

#### **SECTION THIRTEEN -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The [Tribe, Pueblo, Navajo Nation, BIA] shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The [Tribe, Pueblo, Navajo Nation, BIA] 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 [Tribe, Pueblo, Navajo Nation, BIA] 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 FOURTEEN -- DEPARTMENT'S 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. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

#### **SECTION FIFTEEN - ARBITRATION PROVISIONS:**

1. Matters to be submitted to Arbitration:

All disputes and controversies of every kind and nature between the parties to this Agreement as to the existence, construction, validity, interpretation or meaning, performance, non- performance, enforcement, operation, breach, continuance, or pursuant to the procedure set forth herein, shall be submitted to arbitration.

2. Procedure:

a. Either party may demand arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.

b. Within 20 days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the American Arbitration Association shall make the appointment.

c. Arbitrator costs and expenses of each party shall be borne by that party and all arbitrator fees and other expenses shall be borne equally by both parties.

d. The arbitration hearing shall be held at such time and place as designated by the arbitrators on at least 20 days written notice to the parties.

e. An award rendered by a majority of the arbitrators pursuant to this Agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

f. As to procedures regarding the conduct of the arbitration that are not specified either in this Agreement or in another written Agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

3. Arbitration as a Bar to Suit:

a. The parties stipulate that the arbitration provisions of this Agreement shall be a complete defense to any suit, action or proceeding instituted in any federal, state, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement which is arbitrative as set forth in this Agreement.

b. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.

4. Lack of Arbitration Authority to modify this Agreement:

Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

5. Enforcement:

Failure to enforce by either party to arbitrate any dispute pursuant to the procedures set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this Agreement and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in this Agreement at the sole discretion of that party.

6. Non-Applicability of Uniform Arbitration Act:

This Agreement is not subject to enforcement under the Uniform Arbitration Act (NMSA 1978, Sections 44-7-1 through 44-7-22).

#### **SECTION SIXTEEN --UNEXPENDED AND 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, whichever occurs first.

#### **SECTION SEVENTEEN -- 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 EIGHTEEN – TERM**

This Agreement becomes effective upon effective as of the date set forth below upon which it is executed by the New Mexico Department of Finance and Administration (DFA). This Agreement terminates on **December 31, 201[#]**.

#### **SECTION NINETEEN -- TERMINATION:**

If the [Tribe, Pueblo, Navajo Nation, BIA] fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.

The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.

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.

Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

#### **SECTION TWENTY – 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 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 – 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 seals 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

**[TRIBE, PUEBLO, NAVAJO NATION, BIA]**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Recommended By District [#]**

By: \_\_\_\_\_

Date: \_\_\_\_\_

District [#] Engineer

**APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation

District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_  
And completed on \_\_\_\_\_, 20\_\_\_\_; and

That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the **[TRIBE, PUEBLO, NAVAJO NATION, BIA]** share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name \_\_\_\_\_ Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





Contract No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Control No. \_\_\_\_\_

**[AMENDMENT NO.] AMENDMENT TO  
JOINT POWERS AGREEMENT**

This \_\_\_\_\_ AMENDMENT to Joint Powers Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ between the NEW MEXICO DEPARTMENT OF TRANSPORTATION (“Department”) and the [Name of Entity] (“Tribe”, “Pueblo”, “Navajo Nation”, or “BIA”).

**RECITALS**

**Whereas**, the Department and the \_\_\_\_\_ entered into a Joint Powers Agreement, Contract No. \_\_\_\_\_, on \_\_\_\_\_, 201\_\_\_\_, attached as Exhibit “A” and made a part of this Amendment; and,

**Whereas**, Section Twenty-Three, “Amendment” allows the parties to alter the Agreement by written consent of the parties; and

**Whereas**, the Department and the Public Entity want to extend the expiration date of the Agreement to \_\_\_\_\_, 201\_\_\_\_, to allow completion of the project; and,

**Whereas**, no additional funding is required to be paid to the Public Entity for this extension of time.

**Now, therefore**, the Department and \_\_\_\_\_ agree as follows:

**Section Eighteen, “Term,”** is deleted and replaced with the following:

This Agreement is effective on **[date original agreement is effective]** and shall terminate on \_\_\_\_\_, 201\_\_\_\_, unless terminated pursuant to Section Eighteen of the Agreement.

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

**In witness whereof**, the parties have set their hands and seals 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

**[TITLE OF TRIBE, PUEBLO, NAVAJO NATION, BIA]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary

Contract No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Control No. \_\_\_\_\_

**[AMENDMENT NO.] AMENDMENT TO  
JOINT POWERS AGREEMENT**

This \_\_\_\_\_ AMENDMENT to Joint Powers Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ between the NEW MEXICO DEPARTMENT OF TRANSPORTATION (“Department”) and the [Name of Entity] (“Tribe”, “Pueblo”, “Navajo Nation”, or “BIA”).

**RECITALS**

**Whereas**, the Department and the \_\_\_\_\_ entered into a Joint Powers Agreement, Contract No. \_\_\_\_\_, on \_\_\_\_\_, 201\_\_\_\_, attached as Exhibit “A” and made a part of this Amendment; and,

**Whereas**, Section Twenty-Three, “Amendment” allows the parties to alter the Agreement by written consent of the parties; and

**Whereas**, the Department and the Public Entity want to extend the expiration date of the Agreement to \_\_\_\_\_, 201\_\_\_\_, to allow completion of the project; and,

**Whereas**, no additional funding is required to be paid to the Public Entity for this extension of time.

**Now, therefore**, the Department and \_\_\_\_\_ agree as follows:

**Section Eighteen, “Term,”** is deleted and replaced with the following:

This Agreement is effective on **[date original agreement is effective]** and shall terminate on \_\_\_\_\_, 201\_\_\_\_, unless terminated pursuant to Section Eighteen of the Agreement.

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

**In witness whereof**, the parties have set their hands and seals 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

**[TITLE OF TRIBE, PUEBLO, NAVAJO NATION, BIA]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary

Contract No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Control No. \_\_\_\_\_

## **MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20[ # ], between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **[TITLE OF MUNICIPALITY]** ("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 **[PROJECT SCOPE – Insert route and termini]**. This Project shall be referred to interchangeably as "Project" or "Project Control No. [0000]." 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. [0000] is **[spell out project total (\$000,000)]** to be funded in proportional share by the Parties as follows:

- a. **Department's 75% share shall be** \$ 000,000  
**[Project scope]**
- b. **The Public Entity's 25% match share shall be** \$ 000,000  
For the purpose stated in Section One.
- c. **The Total Estimated Project Cost** \$ 000,000

2. The **Public Entity** shall pay all Project costs, which exceeds [spell out Project total (\$000,000)].

### **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. [0000].
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.
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 **[number]** 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 **[number]** 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 **[number]** 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. [0000].
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, 201[#].
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, 20[#]**. 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:**

4. 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.
5. 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.
6. 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, 20[#]**.

#### **SECTION TWENTY – TERMINATION**

5. 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.
6. 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.
7. 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.
8. 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

**[TITLE OF MUNICIPALITY]**

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

**ATTEST:**

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

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

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

## 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.** [0000]

**Project No.** MAP-

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:

**[TITLE OF MUNICIPALITY]**

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. [0000]**

**Project No. MAP-**

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.
6. That all work in Control No. [0000] was performed in accordance with the Agreement.
7. 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.
8. 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:

**[TITLE OF MUNICIPALITY]**

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

Mayor

**ATTEST:**

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

**Public Entity Clerk**

When completed, send Certification No. 2 to:

**District LGRF Coordinator, Department of Transportation**

## CONTRACT



Contract No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Control No. \_\_\_\_\_

**[AMENDMENT NO.] AMENDMENT TO  
MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT**

This \_\_\_\_\_AMENDMENT to Municipal Arterial Program Cooperative Agreement (“MAP”) is entered into this\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_ between the NEW MEXICO DEPARTMENT OF TRANSPORTATION (“Department”) and the [Name of Entity] (“Public Entity”).

**RECITALS**

**Whereas**, the Department and the Public Entity entered into a MAP, Contract No. \_\_\_\_\_, on \_\_\_\_\_, 201\_\_\_, attached as Exhibit “A” and made a part of this Amendment; and,

**Whereas**, Section Twenty-Three, “Amendment” allows the parties to alter the MAP by written consent of the parties; and

**Whereas**, the Department and the Public Entity want to extend the expiration date of the MAP to \_\_\_\_\_, 201\_\_\_ to allow completion of the project; and,

Now, therefore, **the Department and the Public Entity agree as follows:**

**4. Paragraph Nineteen, “Term,” is deleted and replaced with the following:**

This Agreement is effective on **[date original agreement effective]** and shall terminate on \_\_\_\_\_, 201\_\_\_, unless terminated pursuant to Section Nineteen of the Agreement.

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

**In witness whereof**, the parties have set their hands and seals 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

**[TITLE OF ENTITY]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

**[TITLE OF ENTITY] Clerk**

# **Appendix S**

## **NMSA and New Mexico Department of Transportation Policies**

West's New Mexico Statutes Annotated

Chapter 67. Highways

Article 3. State Transportation Commission (Refs & Annos)

N. M. S. A. 1978, § 67-3-28.2

§ 67-3-28.2. Local governments road fund created; uses

Currentness

A. There is created in the state treasury the “local governments road fund” to be administered by the department. All income received from investment of the fund shall be credited to the fund. No money in the fund shall be used by the department to administer any program, and except as provided in Subsection E of this section, no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to this section to meet the match required.

B. No more than five hundred thousand dollars (\$500,000) annually from the local governments road fund shall be used by the department to purchase at fair market value, for municipalities and counties that can demonstrate financial hardship as determined by the department, automotive, major road and miscellaneous equipment that would otherwise be sold at auction by the department as unusable for department purposes. The department shall adopt rules setting the procedure to carry out the purposes of this subsection.

C. Except for the amounts in Subsections B and E of this section, money in the local governments road fund shall be distributed in the following amounts for the specified purposes:

(1) forty-two percent for the cooperative agreements program, to be used solely for the cooperative agreements entered into pursuant to [Section 67-3-28 NMSA 1978](#) and in accordance with the match authorized pursuant to [Section 67-3-32 NMSA 1978](#); provided, however, that distribution amounts made pursuant to this paragraph in each year shall be based on the following allocations:

- (a) thirty-three percent for agreements entered into with counties;
- (b) forty-nine percent for agreements entered into with municipalities;
- (c) fourteen percent for agreements entered into with school districts; and

(d) four percent for agreements entered into with other entities;

(2) sixteen percent for the municipal arterial program, to be used solely for the necessary project development, construction, reconstruction, improvement, maintenance, repair and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but that qualify under the designated criteria established by the department. In entering into agreements with municipalities to provide funds for any project qualifying for the municipal arterial program, the department shall give preference to municipalities that contribute an amount equal to at least twenty-five percent of the project cost, including a contribution made through funding received pursuant to Subsection E of this section;

(3) sixteen percent for school bus routes, to be used solely for cooperative agreements entered into pursuant to [Section 67-3-28 NMSA 1978](#) and in accordance with the match authorized pursuant to [Section 67-3-32 NMSA 1978](#) for acquiring rights of way and constructing, maintaining, repairing, improving and paving school bus routes and public school parking lots; and

(4) twenty-six percent for the county arterial program, to be used for project development, construction, reconstruction, improvement, maintenance, repair and right-of-way and material acquisition of and for county roads for which individual counties have prioritized road projects. Prior to entering into any agreements for projects with the counties for the following fiscal year, in June of each year the department shall determine and certify the amount to which each county is entitled pursuant to the following schedule:

Road Mileage Category Based on Number of Miles Maintained By a County:	Entitlement to County:
400 miles or under	\$250 for each mile
401 to 800 miles	\$100,000 plus \$200 for each mile over 400 miles
801 to 1,200 miles	\$180,000 plus \$150 for each mile over 800 miles
1,201 to 1,600 miles	\$240,000 plus \$100 for each mile over 1,200 miles
Over 1,600 miles	\$300,000 plus \$50 for each mile over 1,600 miles.

If in any year there is an insufficient amount in the fund of the county arterial program to certify the total amount to which all counties are entitled, the department shall decrease the entitlement amount due to each county in the same proportion as the insufficiency is to the total entitlements to all counties. Distribution of an entitlement amount and an agreement entered into with a county for any of the purposes for which the money may be spent requires an amount from the county equal to at least twenty-five percent of the entitlement. The county contribution may be made through funds received pursuant to Subsection E of this section. Any uncommitted or unencumbered balance remaining in the county arterial program fund at the end of a fiscal year shall be transferred to



the cooperative agreements program specified in Paragraph (1) of this subsection for additional funding of that program in the next fiscal year.

D. The department may transfer funds from the state road fund to the local governments road fund to facilitate cash flow for the funding of these local governments road projects. The administrator of the local governments road fund shall reimburse the state road fund in a timely manner for any such transfers.

E. The department may distribute up to one million dollars (\$1,000,000) per calendar year of the money in the local governments road fund to municipalities and counties that can demonstrate financial hardship, for use as all or a portion of the municipality's or county's matching fund requirements pursuant to this section. In order to qualify for matching funds under this subsection, a county or municipality shall provide the department with a financial hardship qualification certificate issued by the department of finance and administration.

#### **Credits**

L. 1986, Ch. 20, § 125; L. 1989, Ch. 117, § 2; L. 1993, Ch. 277, § 2; L. 1993, Ch. 312, § 1; L. 1995, Ch. 6, § 14, eff. July 1, 1995; L. 2009, Ch. 167, § 1, eff. June 19, 2009.

Current through the First Regular Session and First Special Session of the 50th Legislature (2011)

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West's New Mexico Statutes Annotated

Chapter 67. Highways

Article 3. State Transportation Commission (Refs & Annos)

N. M. S. A. 1978, § 67-3-32

§ 67-3-32. Cooperative agreements; preference

Currentness

In entering into cooperative agreements pursuant to [Section 67-3-28 NMSA 1978](#), the state transportation commission shall give preference to political subdivisions of this state if the subdivision contributes an amount equal to at least twenty-five percent of the project cost.

**Credits**

L. 1983, Ch. 38, § 1; [L. 1999, Ch. 212, § 4, eff. Aug. 1, 1999](#); [L. 2003, Ch. 142, § 46, eff. July 1, 2003](#).

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## West's New Mexico Statutes Annotated

### Chapter 67. Highways

#### Article 3. State Transportation Commission (Refs & Annos)

N. M. S. A. 1978, § 67-3-62

§ 67-3-62. Provisions for pedestrian, bicycle and equestrian traffic required

#### Currentness

A. No expenditure or contract for the expenditure of state public funds for purposes of constructing highways along new alignments or for purposes of substantially widening highways along the existing alignments shall be made or entered into by the state highway department unless the design and construction of such highways makes provision for pedestrian, bicycle and equestrian traffic along and across such highway, except when the state highway department, after notice and a public hearing, determines, pursuant to its published regulations as provided in [Section 67-3-63 NMSA 1978](#), that:

- (1) such provisions for pedestrian, bicycle and equestrian traffic would be contrary to the public safety; or
- (2) the cost of such provision would be disproportionate to the need or probable usage.

B. Notice of public hearings shall be required only when:

- (1) project plans require acquisition of additional right-of-way for purposes of constructing the project along a new alignment;
- (2) the project plans require a substantial widening of the travel lanes for highway reconstruction along an existing alignment; or
- (3) the highway department is petitioned by authorized officials of affected pedestrian, bicycle or equestrian associations. If such petition is filed, public hearing shall be held.

For purposes of Paragraphs (1) and (2) of this subsection, the requirement for notice and public hearing may be satisfied by publishing two notices of opportunity for a public hearing and holding



a public hearing if written request for such a hearing is received within the time specified in the published notice.

**Credits**

L. 1972, Ch. 78, § 1; L. 1973, Ch. 21, § 1; L. 1975, Ch. 51, § 1; L. 1979, Ch. 93, § 1.

**Formerly** 1953 Comp., § 55-2-52.

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West's New Mexico Statutes Annotated

Chapter 61. Professional and Occupational Licenses (Refs & Annos)

Article 23. Engineering and Surveying (Refs & Annos)

N. M. S. A. 1978, § 61-23-26

§ 61-23-26. Public work

Currentness

A. It is unlawful for the state or any of its political subdivisions to engage in the construction of any public work involving engineering unless the plans and specifications involving engineering have been prepared by and are under the responsible charge of a licensed professional engineer and the public work involving professional surveying has been executed under the responsible charge of a licensed professional surveyor. Nothing in this section shall be held to apply to any public work wherein the contemplated expenditure for the complete project does not exceed one hundred thousand dollars (\$100,000), except for public work involving structural design, structural modifications or surveying.

B. The Engineering and Surveying Practice Act [this article] shall not apply to construction surveys of engineering and architectural public works projects, the anticipated construction cost of which is less than one hundred thousand dollars (\$100,000).

**Credits**

L. 1987, Ch. 336, § 26; L. 1993, Ch. 218, § 20; L. 1999, Ch. 259, § 17.

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**Editors' Notes**

**REPEAL OF ACT**

<For repeal of Act, see § 61-23-32.>

Current through the First Regular Session and First Special Session of the 50th Legislature (2011)

West's New Mexico Statutes Annotated

Chapter 41. Torts

Article 13. Governmental Immunity

N. M. S. A. 1978, § 41-13-3

§ 41-13-3. Governmental civil immunity established

Currentness

A governmental entity, a public employee and an immune contractor are not liable for damages arising out of a claim based upon tort, contract or other civil law claim and caused directly or indirectly by the failure or malfunction of computer hardware, computer software, microchip controlled firmware or other equipment affected by the failure to accurately or properly process dates or times if the failure or malfunction:

- A. occurred before December 31, 2005;
- B. occurred within the scope of employment of the public employee or within the scope of the contract or the volunteer service program of the immune contractor; and
- C. was unforeseeable or was foreseeable but the plan or design, or both, for identifying and preventing it was prepared and implemented in good faith and with the exercise of ordinary care.

**Credits**

L. 1999, Ch. 268, § 4.

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## West's New Mexico Statutes Annotated

### Chapter 22. Public Schools

#### Article 16. Transportation of Students

##### N. M. S. A. 1978, § 22-16-4

##### § 22-16-4. School bus routes; limitations; exceptions; minimum requirements

##### Currentness

- A. Bus routes shall be established by the local school district.
- B. Except as provided in Subsections C and D of this section, no school bus route shall be maintained for distances less than:
- (1) one mile one way for students in grades kindergarten through six;
  - (2) one and one-half miles one way for students in grades seven through nine; and
  - (3) two miles one way for students in grades ten through twelve.
- C. In school districts having hazardous walking conditions as determined by the local school board and confirmed by the state transportation director, students of any grade may be transported a lesser distance than that provided in Subsection B of this section. General standards for determining hazardous walking conditions shall be established by the state transportation division of the department of education with the approval of the state board [department], but the standards shall be flexibly and not rigidly applied by the local school board and the state transportation director to prevent accidents and help ensure student safety.
- D. Exceptional children whose handicaps require transportation and three- and four-year-old children who meet the state board [department] approved criteria and definition of developmentally disabled may be transported a lesser distance than that provided in Subsection B of this section.

**Credits**

L. 1967, Ch. 16, § 222; L. 1975, Ch. 342, § 4; L. 1987, Ch. 149, § 3; [L. 1993, Ch. 234, § 1](#); [L. 1995, Ch. 208, § 7, eff. July 1, 1995](#).

**Formerly** 1953 Comp., § 77-14-4.

Current through the First Regular Session and First Special Session of the 50th Legislature (2011)

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This rule was filed as: 18 NMAC 27.3.

**TITLE 18       TRANSPORTATION AND HIGHWAYS**  
**CHAPTER 27   HIGHWAY CONSTRUCTION GENERAL PROVISIONS**  
**PART 3       LOCAL GOVERNMENT ROAD FUND GUIDELINES FOR WAIVER OF LOCAL**  
**ENTITIES MATCHING FUNDS DUE TO FINANCIAL HARDSHIP**

18.27.3.1       ISSUING AGENCY: New Mexico State Highway and Transportation Department  
Post Office Box 1149 Santa Fe, New Mexico 87504-1149 (505) 827-5498  
[11/30/98; 18.27.3.1 NMAC – Rn, 18 NMAC 27.3.1, Recompiled 11/16/01]

18.27.3.2       SCOPE: This rule covers all Counties, Municipalities or entities experiencing financial hardship.  
[11/30/98; 18.27.3.2 NMAC – Rn, 18 NMAC 27.3.2, Recompiled 11/16/01]

18.27.3.3       STATUTORY AUTHORITY: NMSA 1978, Section 67-3-11, 67-3-28 and 67-3-28.2.  
[11/30/98; 18.27.3.3 NMAC – Rn, 18 NMAC 27.3.3, Recompiled 11/16/01]

18.27.3.4       DURATION: Permanent.  
[11/30/98; 18.27.3.4 NMAC – Rn, 18 NMAC 27.3.4, Recompiled 11/16/01]

18.27.3.5       EFFECTIVE DATE: November 30, 1998, unless a later date is cited at the end of a section or paragraph.  
[11/30/98; 18.27.3.5 NMAC – Rn, 18 NMAC 27.3.5, Recompiled 11/16/01]

18.27.3.6       OBJECTIVE: The New Mexico Legislature occasionally provides a certain amount of Local Government Road Funds to be used by the State Highway and Transportation Department in place of normally required Local Government Matching Funds for Cooperatives, School Bus Routes, Municipal Arterial or County Arterial Projects, in any given fiscal year, in the event of financial hardship by an eligible entity as determined by the Secretary of the State Highway and Transportation Department and as authorized by the State Highway Commission.  
[11/30/98; 18.27.3.6 NMAC – Rn, 18 NMAC 27.3.6, Recompiled 11/16/01]

18.27.3.7       DEFINITIONS:

- A. "Commission" means State Highway Commission.
- B. "Department" means New Mexico State Highway and Transportation Department.
- C. "DFA" means Department of Finance & Administration.
- D. "LGRF" means Local Government Road Fund.
- E. "Secretary" means Cabinet Secretary of the New Mexico State Highway and Transportation Department.

[11/30/98; 18.27.3.7 NMAC – Rn, 18 NMAC 27.3.7, Recompiled 11/16/01]

**18.27.3.8       GUIDELINES:** The following guidelines are established for administration of funds authorized by the legislature.

A. Only entities which submitted requests for Cooperative, School Bus Routes, Municipal Arterial, or County Arterial projects from the Local Government Road Fund Program by the deadline specified by the District Engineer shall be eligible for waivers.

B. Entities eligible for participation in the LGRF Program may request a waiver of their matching share in whole or in part due to financial hardship. All project requests including all waiver requests with supporting documentation shall be submitted to the District Engineer or designee for their respective areas.

C. Waiver of matching funds shall not be considered if an entity already has a project under agreement using current fiscal year funding. Matching funds will not be waived for more than one project per entity, except for counties which would be eligible for one cooperative project and one county arterial project.

D. A waiver must be requested and determination made before a Cooperative Project Agreement has been signed with the Department. The Secretary may waive this provision when it is in the best interest of the State to do so.



E. If an entity wants to establish a financial hardship, it should submit a resolution or certification indicating that it cannot match all or a portion of its share. The resolution or certification shall be signed by the appropriate official(s).

F. After receiving a resolution or certification declaring financial hardship, the District Engineer shall consider all known facts such as severe winter weather, flooding, emergency work, past history, whether the entity has exhausted taxing authority, and other information that would tend to prove financial hardship.

G. The District Engineer shall request from the Local Government Division of the DFA, or State Board of Education, a financial analysis and recommendation on an entity's financial hardship for the fiscal year in which the waiver is requested.

H. If financial hardship is evident the District Engineer shall submit the entity's request and resolution or certification along with recommendation that the waiver of matching funds be granted. If financial hardship is not evident, the District Engineer shall so notify the entity in writing.

I. If financial hardship has been determined and the entity is not providing matching funds, the maximum amount the entity can receive from the LGRF in any fiscal year is \$75,000, except for County Arterial Projects where the maximum shall be the county's share mandated by legislative formula, plus the standard 25% match. This maximum amount may be waived depending on the demand on the funds which are available.

J. The Secretary shall review the District Engineer's recommendation and recommend action to the Commission. The Commission shall take action on the Secretary's recommendation at a regularly scheduled Commission meeting.

K. The District Engineer shall be notified of the Commission's action by the Secretary and in turn shall notify the entity.

L. If the Commission approves the recommended action, a Cooperative Agreement shall be accordingly entered into.

M. The State Maintenance Bureau shall be responsible for accounting and totaling the funds being expended out of the funds provided for financial hardships.

N. For Municipal Arterial Projects, the State Maintenance Engineer shall be substituted and take the place of the District Engineer in these guidelines.

O. Any agreement involving waiver of an entity's fiscal year matching funds shall be processed prior to December 31, of that fiscal year, or as otherwise determined by the Secretary.

P. If a public entity is not using maximum tax levy authority, the entity shall provide a written explanation of why the maximum tax levy is not being imposed prior to the Department considering the waiver request.

[11/30/98; 18.27.3.8 NMAC – Rn, 18 NMAC 27.3.8, Recompiled 11/16/01]

#### HISTORY OF 18.27.3 NMAC:

Pre-NMAC History: The material in this Part was derived from that previously filed with the State Records and Archives under: SHTD Rule No. 93-3, Guidelines for Waiver of Local Entities Matching Funds Due to Financial Hardship - 82nd FY, filed June 7, 1993; SHTD Rule No. 93-3, Guidelines for Waiver of Local Entities Matching Funds Due to Financial Hardship - 82nd FY filed October 4, 1993; SHTD Rule No. 93-3, Amendment 1, Amendment to the Local Government Road fund Guidelines for Waiver of Local Entities Matching Funds Due to Financial Hardship filed September 23, 1994; SHTD Rule No. 93-3, Local Government Road fund Guidelines for Waiver of Local Entities Matching Funds Due to Financial Hardship filed February 2, 1995; and SHTD Rule No. 93-3, Amendment 1, Amendment to the Local Government Road fund Guidelines for Waiver of Local Entities Matching Funds Due to Financial Hardship filed November 3, 1995.

History of repealed Material: [RESERVED]

**Title 18**  
**Chapter 27**  
**Part 4**

**Transportation and Highways**  
**Highway Construction General Provisions**  
**Guidelines for Purchase of Surplus Equipment**  
**Via Local Government Road Funds**

1. **Issuing Agency:** New Mexico State Highway and Transportation Department  
Post Office Box 1149  
Santa Fe, New Mexico 87504-1149  
(505) 827-5587 [10-31-98]
2. **Scope:** This provides guidelines on the expenditure of funds in the Local Government Road Fund for the purchase of New Mexico State Highway and Transportation Department surplus equipment for all counties, municipalities or entities who demonstrate financial hardship. [10-31-98]
3. **Statutory Authority:** NMSA 1978, Section 67-3-28.2. [10-31-98]
- 3A. **Pre-NMAC Regulatory Filing History:** The material in this Part was derived from that previously filed with the State Records and Archives under: SHTD Rule 93-5 Amendment 1; New Mexico State Highway and Transportation rule for Guidelines for Purchase of Surplus Equipment Via Local Government Road Funds, filed December 8, 1994 and (See back). [10-31-98]
4. **Duration:** Permanent. [10-31-98]
5. **Effective Date:** May 15, 1998, unless a later date is cited at the end of a section or paragraph. [10-31-98]
6. **Objective:** To allow qualified entities up to \$25,000 to purchase surplus equipment that would not otherwise be available due to financial hardship.  
[10-31-98]
7. **Definitions:**
  - 7.1 **“Commission”** means State Highway Commission.
  - 7.2 **“Department”** means New Mexico State Highway and Transportation Department.  
[10-31-98]
8. **Guidelines:** The following guidelines are established for administration of the provisions:



- 8.1 Only municipalities and counties that can demonstrate financial hardship shall be eligible.
- 8.2 Entities shall submit to the State Maintenance Bureau a resolution or certification indicating their financial hardship. The resolution or certification shall be signed by the Municipal Mayor or Manager, County Commission Chairman, or other authorized official. Also, the entities shall provide a listing of equipment that will be desired.
- 8.3 If a public entity is not using maximum tax levy authority, the entity shall provide a written explanation of why the maximum tax levy is not being imposed prior to the Department considering the waiver request.
- 8.4 Determination of financial hardship status shall be based on contents of submitted resolution or certification; financial statements requested from DFA, Local Government Division, and any other information available or provided by the entity that would tend to substantiate financial hardship. An annual deadline for receipt of these documents is the last day of April each year. This will allow time for a sufficient review and processing time.
- 8.5 All qualified entities will be reviewed on a competitive basis. If financial hardship is evident, the State Maintenance Engineer or his designee shall submit the entity's request and resolution or certification along with a recommendation for approval to the Department's Secretary. If financial hardship is not evident, the State Maintenance Engineer shall so notify the entity in writing.
- 8.6 The Department is Secretary shall review the recommendation of the State Maintenance Engineer and recommend action to the Commission.
- 8.7 Upon notification of the Commission's action, the State Maintenance Engineer shall, in turn, notify the entity.
- 8.8 Approved/qualifying entities shall be allowed to purchase surplus equipment at a location and during a time period determined by Department and shall be provided necessary sale information upon notification of approval. Entity representations shall be limited to two (2) individuals per entity during the Hardship Auction. Entities shall be limited to two consecutive annual awards, and then a maximum one year restriction will be enforced to allow for fair and proper distribution of State funds. This restriction is waived if the total number of qualified entities does not exceed twenty (20).

8.9 Approved entities will be limited to two (2) items in class (02) vehicles (sedans) and up to four (4) items in class (03) (pickups, ½ ton to ¾ ton). There is also a limit of two (2) in other classes of equipment. The total dollar amount shall not exceed \$25,000 per entity.

8.10 Monies uncommitted by entities during the designated sale period shall revert to the Local Government Road Fund.

[10-31-98]

## NEW MEXICO STATE TRANSPORTATION COMMISSION



**CP 44**  
**03/15/12**

### **Funding Assistance to Local Governments**

**Reference:** NMSA 1978, Sections 67-3-28, 67-3-28.2, 67-3-32, and 11-1-1 through 11-1-7; 18.27.3 and 18.27.4 NMAC; New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, American Public Works Association Specifications, and Local Government Road Fund Project Handbook.

This Commission Policy supersedes Commission Policy No. 44 dated July 20, 2006.

It is the policy of the New Mexico State Transportation Commission (hereinafter "Commission") to provide administration of the Local Governments Road Fund and other funding sources for the construction of local government roads, streets, parking lots and other roadway items.

- A. The Local Governments Road Fund is available for use in Cooperative Agreements in connection with Municipal Arterial, School Bus Routes, County Arterial, Equipment Waiver and Match Waiver Programs.
- B. In order to qualify for funding assistance through the Local Governments Road Fund, the local government shall pass a resolution by its governing body or local government head detailing the project intent.
- C. All requested projects funded by the Local Governments Road Fund shall be submitted annually by the New Mexico Department of Transportation (hereinafter "Department") to the Commission for its review and approval.
- D. The local government shall enter into a Cooperative Agreement or Joint Powers Agreement (hereinafter "Agreement") with the Department.
- E. The Secretary of the Department or designee shall execute such Agreements and any amendments thereto.
- F. With regard to Local Governments Road Fund projects, the Commission shall approve any amendments which materially change the scope of the project, the termini of the project, or modify project funding.

G. The Agreement shall stipulate:

1. The Department's funding participation limits; and
2. The local government shall be solely responsible for:
  - a. Assuming the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management;
  - b. Complying with all applicable federal, state and local laws, including laws concerning civil rights, equal opportunity compliance, prevailing wage rates, environmental and cultural resource requirements, right-of-way acquisition, workplace safety, and employer-employee relations;
  - c. Providing and meeting mutually agreed upon construction specifications and standards approved by the Department;
  - d. Providing the local matching funds as required by the executed Agreement;
  - e. Procuring and awarding the contract in accordance with applicable procurement law, rules, regulations and ordinances;
  - f. Requesting and obtaining the Department's determination that the project is eligible for funding assistance before awarding the contract;
  - g. Requesting and obtaining the Department's determination that, on an ongoing basis, the project remains eligible for funding assistance;
  - h. Requesting and obtaining an amendment to the Agreement with regard to any material change in the scope of work, change in the termini of project, or change in project funding prior to commencement of such work;
  - i. Requesting and obtaining an amendment to the Agreement for time extension prior to expiration of Agreement term;
  - j. Future maintenance of all elements of the project, unless otherwise specified in Agreement; and
  - k. Providing written certification that all work was performed in accordance with this Policy and the executed Agreement upon project completion.

H. Funding shall be contingent upon a road exchange or transfer agreement, when applicable as determined by Department, unless modified by specific language in the Agreement.

- I. The Secretary shall formulate directives and procedures for the implementation of this Policy.
-

## NEW MEXICO DEPARTMENT OF TRANSPORTATION



**AD 226**  
**05/03/13**

### ROADWAY LIGHTING

**Tom Church, Cabinet Secretary, Designate**

Supersedes Administrative Directive No. 226 dated September 1, 2008.

- AUTHORITY:**     **1.00**     18.31.6.15 NMAC, 18.31.6.18 NMAC, AASHTO Roadway Lighting Design Guide dated 10/05 and FHWA Manual on Uniform Traffic Control Devices (MUTCD).
- PURPOSE:**       **2.00**     The purpose of "Roadway Lighting" is to provide guidelines for improving visibility on roadways and associated facilities.
- DEFINITIONS:**   **3.00**     "Associated facilities" - include parallel or connecting travel ways or access points utilized by pedestrians or other non-motorized transportation modes, such as bicycles.
- 3.01**     "Cross Road" - is a street crossing at an access controlled facility or intersecting street, either at-grade or grade separated, to a roadway.
- 3.02**     "Department" – the New Mexico Department of Transportation.
- 3.03**     "Lighting Project Categories" - are defined as freeways, access controlled routes other than freeways, non-access controlled routes, intersections, pedestrian facilities, railroad grade crossings and park and ride facilities.
- 3.04**     "Maintenance" - includes replacement of damaged lighting standards and luminaires, lamp replacement due to lamp lumen depreciation, continuous electrical service and future relocation of roadway luminaires and standards.
- 3.05**     "Public Entity" - means the federal government or any federal department or agency, a Native American tribe or pueblo or nation, a county, municipality, public corporation or public district of this state and any school district or state educational institution in this state.
- 3.06**     "Roadways" - are Department maintained freeways and roadways.

- 3.07** “Urban, suburban and rural conditions” - Urban conditions refer to those areas adjacent to urban roadway classifications. Suburban conditions exist in areas contiguous to designated urban areas. Rural conditions refer to all other areas or as areas adjacent to rural roadway classifications.
- 3.08** “Users” - includes vehicle operators and other transportation modes which utilize the roadway and pedestrian ways within Department right-of-way.
- DIRECTIVE:**
- 4.00** The primary function of roadway lighting is to supplement vehicle headlights by providing additional illumination and visibility of the roadway and related features including roadway access points.
- 4.00a** Roadway lighting should not be expected to produce a day time equivalent in terms of visibility or illumination.
- 4.00b** On most highway facilities, including rural roadways and a significant number of suburban and urban roadways, headlight illumination is adequate for night time driving.
- 4.00c** Where lighting is installed at an access point, the lighting design shall use full cut-off fixtures and shall comply with Department and AASHTO standards and the Night Sky Protection Act, NMSA (1978), § 74-12-1 et seq. (1999).
- 4.01** Lighting will be considered where lighting warrants are met or as determined by the Department in conjunction with the public entity to address safety concerns.
- 4.02** Lighting warrant studies may be performed by a public entity, the entity's qualified consultant engineer or Department staff. The District Engineer or designee and the General Office Traffic Section shall be responsible for the review of these studies and recommend candidate improvements.
- 4.03** A public entity shall be responsible for the energy and maintenance costs for all roadway lighting.
- 4.04** The Department may assume responsibility for 100% of the roadway light installation cost if the facility on the highway system satisfies a warrant, attached as Addendum No.1 to this Directive. Department participation in project construction cost shall be limited to the use of Department approved standard equipment in accordance with Department specifications and design procedures. The public entity shall be responsible for any incremental cost difference due to different design practices or the use of other than Department standard equipment. All equipment utilized on state run facilities shall be an approved product.
- 4.05** If subject location does not satisfy any warrant, attached as Addendum No.1, the Department may participate in funding for the below ground portion of the street lighting. The public entity shall be responsible for the above ground portion and related energy and maintenance costs.
- 4.06** A permit shall be required from the Department if a public entity intends to install lighting on state highway right-of-way. Lighting may be installed by a private property owner at the intersection of a private access point, intersection or along a route if a permit is obtained and/or such work is required by the Department. The lighting warrants and installation plan shall be

subject to Department review and approval. The lighting installation may be performed by the public entity, an electrical contractor or an electrical utility. The cost of installation, maintenance, electrical usage and relocation shall be borne by the public entity and/or private property owner and so stipulated in the permit.

- 4.07** Prior to completion of design and letting, the Department will prepare a lighting agreement or Joint Powers Agreement. If an agreement cannot be executed between the public entity and the Department, the Department will not assume responsibility for the lighting installation.
- 4.08** Excess roadway lighting or roadway lighting not in use may be removed when approved by the appropriate District Engineer or Designee and the General Office Traffic Section. The requesting public entity shall be responsible for the associated removal costs.
- 4.09** The scope of a roadway lighting project consists of the underground installation of the lighting system including conduit, wiring, pull boxes, foundations and above ground installations including, but not limited to, lighting control cabinets, light standards, luminaires and power service installations.

**PROCEDURES: 5.00** N/A

**CROSS  
REFERENCE: 6.00** AD 232, Traffic Signals



## ADDENDUM NO. 1

### WARRANTS FOR ROADWAY LIGHTING

#### A. Freeway Lighting

1. Complete freeway interchange lighting is considered to be warranted based on the criteria contained in the latest edition of the AASHTO publication entitled "An Informational Guide for Roadway Lighting" under the section entitled "Complete Interchange Lighting".
2. Partial interchange lighting is considered to be warranted based on the criteria contained in the AASHTO publication entitled "An Informational Guide for Roadway Lighting" under the section entitled "Partial Interchange Lighting".
3. Continuous freeway lighting is considered to be warranted based on the criteria described in the latest edition of the AASHTO publication entitled "An Informational Guide for Roadway Lighting" under the section entitled "Continuous Freeway Lighting".
4. Lighting at freeway ramps, gores and cross roads. Lighting of a freeway ramp or cross road is considered warranted if either Sections A1 or A2 above is satisfied.

#### B. Lighting for Access Controlled Routes other than Freeways.

1. Interchanges. Lighting is considered to be warranted under the same criteria as in Section A1, A2, or A4.
2. Intersections and roadway sections. Lighting is considered to be warranted based on the criteria for sections below.

#### C. Lighting for non-access controlled routes. Lighting may be provided for highway sections based on the following guidelines.

1. Sections currently with continuous lighting. If replacement is needed, lighting should be upgraded to current appropriate AASHTO guidelines.
2. New roadway sections or where no continuous lighting exists. Continuous lighting may be provided for new roadway sections if one of the following conditions is satisfied.
  - a. The subject section satisfies volume criteria stated in Warrant 1B of the Manual on Uniform Traffic Control Devices (MUTCD) for the major street.

Major Street-Number of  
through lanes  
1

Vehicles per hour on major  
street both directions  
750

This warrant is satisfied when, for each of 8 hours of an average day the above traffic volumes exist. This warrant applies to urban and suburban areas. If the subject route is located within a built up area of an isolated community with a population of less than 10,000, the warrant is 70% of the above.

- b. Continuous lighting in urban areas may be warranted if the night to day total crash rate has a ratio of 2:1 or more in the previous 3 year period with five or more reported crashes. Also, the volume warrant above should be satisfied to the extent of 70 per cent or more of the traffic volumes in item C2a above.
  - c. Continuous lighting is not normally installed on non-access controlled facilities in rural areas. In special cases, continuous lighting may be installed in rural areas based on a documented safety need that can be improved with lighting. Traditionally these needs are justified by a benefit-cost evaluation which indicates a benefit/cost ratio greater than 1. Highway safety funds have been used in the past to program such a project.
- D. Existing intersection. Street lighting may be installed at an existing intersection if one of the following conditions is met:
  - 1. Any of the warrants for signalization contained in the MUTCD are satisfied for a single hour which may be in darkness (consider seasonal variations, e.g. winter months).
  - 2. Four or more night time accidents in any recent twelve month period has occurred.
  - 3. When a traffic signal or an intersection flashing beacon is installed.
  - 4. Where a combination of sight distance, or horizontal or vertical curvature of the roadway, channelization or other factors constitute a potentially confusing or unsatisfactory condition that may be improved with lighting. A project report evaluating the need should include an investigation of the factors constituting those conditions.
- E. New Intersection. Lighting may be installed at new intersections if it is forecast that any of the warrants listed above will be satisfied within five years after the opening of the project to traffic. Lighting should be installed and operational before or upon the installation of a roundabout.
- F. Railroad Highway Grade Crossing. Lighting may be installed at railroad-highway grade crossings consistent with provisions in the MUTCD.

- G. Pedestrian Facilities. Lighting for pedestrian facilities may be considered at urban or suburban crossing locations where conflicts with vehicular traffic constitute a potentially confusing or unsatisfactory situation. Such situations could include crosswalk locations where documented night time pedestrian or bicycle activities take place. Other locations where lighting is considered warranted pedestrian overpasses and tunnels.
- H. Park-and-Ride Lots. Lighting of these facilities is desirable, not mandatory. There needs to be an evaluation to determine if it is feasible and cost effective, e.g. line extension changes are costly.
- I. Major Rest Stops. Lighting should be strongly considered on these facilities for safety and security.
- J. Minor Rest Stops. Lighting may be considered if it is feasible and cost effective.