



Date: January 24, 2025

To: Governing Body

Via: *Regina Wheeler*
Regina Wheeler (Jan 27, 2025 09:30 MST)

Regina Wheeler, Public Works Department Director

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

ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$92,737 Using \$69,553 Grant Funding and \$23,184 Road Impact Fees for the Complete Streets WIP Design for the Santa Fe Rail Trail Intersection Improvements Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

The Rail Trail Intersection Improvements Project seeks to improve the intersections of Rail Trail at Paseo de Peralta, San Mateo Road, Siringo Road, and Rodeo Road and to improve accessibility and ADA compliance. Total project cost including construction is estimated at \$2M. Design of these improvements is at 30% complete.

The \$69,553 is from an NMDOT grant signed by City Manager in October 2024 (see attached). Local match of \$23,184 will be provided from Road Impact Fees. These additional funds will allow the project to achieve 100% design.

FUNDING: New Mexico Department of Transportation L500577

Munis Org Name/Number: Streets Roadways /3309980

Munis Object Name/Number: WIP Design/572960

Project ID/String: G0183550BP-Design-RAILTRAL

ATTACHMENTS:

BAR

NM DOT Funding Approved Agreement

Contract No. D20485
 Vendor No. 0000054360
 Control No. HW2L500577

**LOCAL GOVERNMENT ROAD FUND
 COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and City of Santa Fe (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500577, and the Public Entity’s resolution attached as **Exhibit C**. See:

Reconstruction, Traffic Signal Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Ninety Two Thousand Seven Hundred Thirty Seven Dollars and No Cents (\$92,737)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$69,553	\$23,184	\$92,737
For the purpose stated above in Section 1.			
Total Project Cost			\$92,737

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar 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, attached as Exhibit B.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. 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) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

As between the Department and Public Entity, 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, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project 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 contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify 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 and subcontractor 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.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not

limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all 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 parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. 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 documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. 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) calendar days of written notification.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Mallery Manzanares Date: 10/25/24
83F307B82C81429
Cabinet Secretary or Designee

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

DocuSigned by:
By: Sunderjeet Kaur Date: 10/23/24
0BDDF749FE734A2...
Assistant General Counsel

City of Santa Fe

By: John Blair Date: Oct 8, 2024
John Blair (Oct 8, 2024 11:50 MDT)
John Blair, City Manager

Attest: [Signature] Date: Oct 8, 2024
Geraldyn Cardenas, Interim City Clerk
XIV

Approved as to form:

Marcos Martinez Date: Jul 25, 2024
Marcos Martinez (Jul 25, 2024 13:53 MDT)
Marcos Martinez
Senior Assistant City Attorney

Approved for finance:

Emily K. Oster Date: 10/01/2024
Emily Oster, Finance Director

**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 Tribal/Local Public Agency State Funding 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

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-39

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

**ACCEPTING A GRANT FROM THE LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION AND
ENTERING INTO COOPERATIVE AGREEMENT CONTROL NUMBER L500577.**

WHEREAS, the City of Santa Fe (“City”) and the New Mexico Department of Transportation (“NMDOT”) wish to enter a cooperative grant agreement, control number L50077, under the Local Government Road Fund Program for a local road project, incorporated as Attachment A, the purpose of which is to make improvements to the Santa Fe Rail Trail intersections located at Paseo De Peralta, Second Street, West San Mateo Road, Siringo Road, and Rodeo road, and to include reconstruction and traffic signal improvements; and

WHEREAS, the NMDOT and City estimate the total cost of the project will be ninety-two thousand seven hundred thirty-seven dollars (\$92,737), to be funded in proportional share by the parties hereto as follows:

1. NMDOT’s share shall be seventy-five percent (75%) or sixty-nine thousand five hundred fifty-three dollars (\$69,553); and.

1 2. The City's share shall be twenty-five percent (25%) or twenty-three thousand one
2 hundred eighty-four dollars (\$23,184).

3 **WHEREAS**, the agreement provides that the City shall pay all costs that exceed the total
4 project cost of ninety-two thousand seven hundred and thirty-seven dollars (\$92,737).

5 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
6 **CITY OF SANTA FE** that the fiscal year 2025 cooperative agreement, Project Control Number
7 L500577, included as Attachment A, as part of a program administered under the Local
8 Government Road Fund Program, for improvements to the Santa Fe Rail Trail intersections located
9 at Paseo De Peralta, Second Street, West San Mateo Road, and Rodeo Road within the city of Santa
10 Fe and Santa Fe County, and to include reconstruction and traffic signal improvements at these
11 intersections, is hereby approved.

12 **BE IT FURTHER RESOLVED** that the project for the cooperative agreement is adopted
13 and has a priority standing, as is established by Resolution No. 2022-18.

14 **BE IT FURTHER RESOLVED** that the cooperative agreement terminates on December
15 31, 2025, and the City incorporates all the agreements, covenants, and understandings between the
16 parties hereto concerning the subject matter hereof, and all such covenants, agreements, and
17 understandings have been merged into the written agreement.

18 **BE IT FURTHER RESOLVED** that the City Manager shall have the signature authority
19 to bind the City to the terms and conditions of the cooperative agreement and the City's Complete
20 Streets Capital Projects Manager has authority to request in writing and secure extensions to the
21 Cooperative Agreement on behalf of the City in the manner set forth by the Cooperative Agreement.

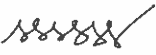
22 PASSED, APPROVED, and ADOPTED this 25th day of September, 2024.

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Alan Webber (Sep 30, 2024 17:17 MDT)

ALAN WEBBER, MAYOR

1 ATTEST:


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3 _____

4 GERALYN CARDENAS, INTERIM CITY CLERK

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6 APPROVED AS TO FORM:

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9 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2024/Resolutions/2024-39(R)/Local Government Road Fund Cooperative Agreement*










FY 25 - RAIL TRAIL INTERSECTION IMPROVEMENTS NMDOT L500577

Final Audit Report

2025-01-27

Created:	2025-01-27
By:	Halona Crowe (hcrowe@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA24BrIQKIX6j5kzs7ZE9JL1aS5nsI9zL5

"FY 25 - RAIL TRAIL INTERSECTION IMPROVEMENTS NMDOT L500577" History

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-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
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Signature Date: 2025-01-27 - 4:43:41 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
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