



## The Purchasing Memo

**Date:** May 7, 2025

**To:** Governing Body, Finance Committee, and Public Works & Utilities Committee

**Via:** Regina Wheeler, Public Works Department Director *Regina Wheeler*  
Regina Wheeler (May 7, 2025 14:09 MDT)

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

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### ITEM AND ISSUE:

Request for Approval of the Master Agreement with Rio Metro Regional Transit District for City Projects with Railroad Coordination. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, [rsglorioso-moss@santafenm.gov](mailto:rsglorioso-moss@santafenm.gov))

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Amount of \$42,792 to Complete Streets WIP Design for St. Michael's Drive – Rail Trail Underpass Project.

### CONTRACT NUMBER:

The FY25 Munis contract number is

### BACKGROUND AND SUMMARY:

This Master Agreement with Rio Metro Regional Transit District (RMRTD) outlines the procedure for any City project that is in or near New Mexico Rail Runner Express (NMRX) right-of-way. For these projects, NMRX requires review of engineering design at 30%, 60%, 90% and 100%. Depending on the complexity of project design, RMRTD may require the City to pay for this review.

A portion of the St. Michael's Drive Rail Trail Underpass Project is located within 25-ft of NMRX right-of-way. NMRX has provided a cost estimate is \$142,791.14 for the review work. This work will be funded with \$100,000 2024 Legislative Grant and \$42,792 of road impact fees. The St. Michael's Drive Rail Trail Underpass Project is included in the amended Infrastructure Capital Improvement Plan.

The Federal Highway Administration has provided design funding of \$1,069,437 via their Highway Safety Improvement Program for design of this project.

### ATTACHMENTS:

MOA

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** Road Impact Fees / 660232

**Munis Org Name/Number:** Streets Roadways / 3309980

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: *CAK* ALEXIS LOTERO (Jun 18, 2025 11:00 MDT) Date: 06/18/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was **NMSA 1978, Section 13-1-98, Exempt**

Government to Government – NMSA 1978 Section 13-1-198(a)

Chief Procurement Officer (CPO)/Designee: *[Signature]* Date: 06/18/2025

CPO Comment/Exceptions: Exempt

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: NM Legislative Grant CN S100470

Approval: *ERIKA LUJAN* ERIKA LUJAN (Jun 13, 2025 10:10 MDT) Title: Grants Manager Date: 06/13/2025

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: ENG18330E-Design

Approval: *Josie Bolden* Title: Controller Date: 06/13/2025

Comment/Exceptions: \_\_\_\_\_

MASTER AGREEMENT  
CITY OF SANTA FE PROJECTS WITH RAILROAD COORDINATION  
ON NMRX RAILROAD  
SANTA FE SUBDIVISION

The Agreement ("Agreement") is hereby made as of the date of the last signature below and by and between the Rio Metro Regional Transit District (RMRTD), a political subdivision created pursuant to the Regional Transit District Act, Sections 73-25-1 et seq. NMSA 1978 and the CITY OF SANTA FE (CITY), a home rule municipality in the State of New Mexico, and collectively referred to as the "Parties".

**WHEREAS**, the New Mexico Rail Runner Express ("NMRX") is a passenger rail system owned by the State of New Mexico; and

**WHEREAS**, RMRTD is responsible for the operations and maintenance of the NMRX; and

**WHEREAS**, the operations and maintenance to include construction of improvements is performed by a contractor pursuant to an Operations and Maintenance agreement administered by RMRTD; and

**WHEREAS**, the CITY wishes to construct improvements ("Projects") for the CITY's crossings that intersect or otherwise affect or be affected by the Rail System; and

**WHEREAS**, City Projects may involve work performed on, over, under and adjacent to the NMRX railroad right of way and track, reconstructing and upgrading railroad crossings and pedestrian grade crossings; and

**WHEREAS**, the CITY agrees to reimburse RMRTD for actual costs incurred by RMRTD directly or through RMRTD's contractors for these Projects; and

**WHEREAS**, RMRTD and the CITY desire to enter into a Master Agreement where all Projects can be added by mutual written agreement through addendum.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**SCOPE OF WORK**

1. The term "Work" as used herein means all engineering, planning, and construction work performed by RMRTD or RMRTD contractors on projects agreed upon pursuant to the terms of this Agreement. Adopted with this Master Agreement is an Addendum A comprised of a project scope of work and cost estimate by RMRTD's contractor for the project.

**PAYMENT FOR WORK**

2. The CITY, in consideration of the work faithfully performed by RMRTD or RMRTD Contractors, agrees to pay the reasonable actual direct and related indirect costs (including applicable taxes) not to exceed an amount described for each project described in addenda.
3. In the course of Work, should RMRTD have a reasonable belief that the aforementioned cost will be exceeded, RMRTD will notify the City at least 90 days prior to the estimated completion date in each project addendum and is authorized to stop work until the Parties have entered into a written addendum amending the amount the City can pay to RMRTD under this Agreement. However, this paragraph is not intended to modify the CITY's obligation to reimburse RMRTD for 100% of the reasonable costs incurred by RMRTD pursuant to this Agreement.
4. RMRTD shall not commence Work under this Agreement until receiving a written Notice to Proceed letter (NTP) from the CITY's Director of Public Works. The CITY is not responsible for any costs incurred by RMRTD prior to RMRTD's receipt of the NTP.
5. During its performance of the Work pursuant to this Agreement, RMRTD will send the CITY progressive invoices detailing the costs of the Work incurred by RMRTD. The CITY shall reimburse RMRTD within thirty (30) days from receipt an invoice for such Work. Progressive Invoicing shall not exceed one hundred twenty (120) days elapsed between invoicing submittals to the CITY.
6. Upon completion of the Work, RMRTD will send the CITY a final invoice detailing all remaining and final costs within ninety (90) days of the completion date of the Work pursuant to this Agreement, and the CITY shall pay the final invoice within thirty (30) days of receipt.

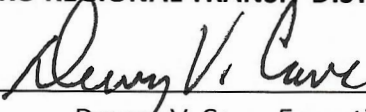
7. The Parties agree that payment of any invoice will not constitute agreement as to the appropriateness of any item therein and that at the time of the final audit, all required adjustments will be made and reflected in a final payment by either Party. If such a final audit reveals an overpayment to RMRTD, RMRTD agrees to refund such overpayment to the CITY within sixty (60) days of an agreement to the audit findings.
8. During the progress of the work and for a period not less than three (3) years from the date of final payment to RMRTD, the records, and accounts pertaining to the Work of the project and accounting, therefore, are to be kept available for inspection and audit by the CITY and/or Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be made available at all reasonable times upon request. If any litigation, claim, or audit is commenced, the records and accounts, along with supporting documentation, shall be retained until all dispute, litigation, claim, or audit finding has been resolved, even though such dispute, litigation, claim, or audit continues past the three (3) year retention period. The term of this Agreement shall commence on the Effective Date and continue for a maximum period of five (5) years thereafter, provided that each Party's obligation hereunder for its own negligence, negligent actions, or failures to act shall be considered a continuing obligation irrespective of the Term of this Agreement. Upon written agreement by the Parties, the Agreement may be extended for additional terms.
9. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the Governing Body of the City of Santa Fe making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Governing Body, or if the Governing Body unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days written notice given by the CITY to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the CITY and all of its interest in this Agreement will cease upon the date of termination. The CITY's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.
10. The parties acknowledge that the City and RMRTD are governmental entities subject to the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq., NMSA 1978). Both parties agree to comply with the requirement for production of records pursuant to the Inspection of Public Records Act.
11. Each party hereto acknowledge that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this Agreement. Accordingly, each party hereto represents to the other that it has read and understood the terms of the Agreement, and the consequences of executing this Agreement, and that except as expressly set forth herein, no representations have been made to induce the other party to execute this contract.
12. This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all

parties to the Agreement as if all parties signed the same document. If so executed, each counterpart of this Agreement is deemed an original for all purposes and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

13. Headings and captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.
14. This Agreement, including any explicitly stated and attached exhibits or addenda, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.
15. No amendment or modification to this Agreement shall be valid or enforceable unless such amendment or modification is executed in writing with the consent and signatures of the parties hereto.
16. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signature for the purposes of validity, enforceability, and admissibility.
17. The RMRTD agrees to acquire a project-specific insurance policy covering the "Work" contemplated by this Agreement including all engineering, planning, and construction work performed by RMRTD on projects described in the addenda adopted by this Agreement or by mutually-adopted written amendments from time to time. The project specific insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds. 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, as amended.


IN WITNESSS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**RIO METRO REGIONAL TRANSIT DISTRICT (RMRTD)**

By:   
Dewey V. Cave, Executive Director, RMRTD

Date: 3-25-25

Approved as to Legal Form and Sufficiency

By:   
Larry Horan, RMRTD General Counsel

Date: 03-25-2025

**SANTA FE**

By: \_\_\_\_\_  
Alan Webber, Mayor

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

Approved as to Legal Form and Sufficiency By City of Santa Fe Legal Department

By:   
Kevin L. Nault (Mar 4, 2025 15:55 MST)  
Kevin L. Nault, Assistant City Attorney

Date: Mar 4, 2025

Attest:

By: \_\_\_\_\_  
Andréa Salazar, City Clerk

Finance:

By: Emily K. Oster

Emily Oster, Finance Director

**Addenda A (1) – Project Number CN S100470**

WHEREAS, pursuant to the terms and conditions of the Master Agreement, which are incorporated by reference into this Addenda, the CITY intends to construct a grade-separated pedestrian and bicycle underpass at the intersection of St. Michael’s Dr. (NM 466) at the Santa Fe Rail Trail, to include reconstruction of the Santa Fe Rail Trail north and south approaches to St. Michael’s Dr. an underpass and all associated design development and related construction, including concrete shared-use trail, retaining walls, drainage improvements, concrete wall barrier, reconstruction of the pavement, curb and gutter, sidewalk, raised median, temporary traffic control, permanent signing and striping, as well as the relocation of utilities, lighting, and railroad crossing signals impacted by the project, as well as replacement of right of way and access control fencing within the project limits.

WHEREAS, the Project may involve work performed on, over, under, and adjacent to the NMRX railroad right of way and track in order to reconstruct and upgrade the railroad crossing to include a pedestrian underpass, including the engineering for installation of grade crossing signals for this crossing, on NMRX territory, Santa Fe Subdivision within the City of Santa Fe, New Mexico; and

WHEREAS, RMRTD will incur costs in conducting the preliminary engineering work as it pertains to this Project within the NMRX right of way; and

WHEREAS, the CITY’s 30%, 60%, 90~~5~~ %, and 100% level plan including attendance of site meetings and investigations, preparation of construction agreements, cost estimates, and railroad crossing warning signal designs; Railroad-owned utility locates; and attendance of conference calls and pre-construction meetings; and

WHEREAS, the CITY and RMRTD desire to enter into agreement within the terms and conditions of the Mater Agreement.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS.

**1. SCOPE OF WORK**

The term “Work” as used herein means all work as described within the scope of work in Exhibit “A” of this Addenda A (1) attached hereto.

**(Either attach Exhibit A that is referenced here under "SCOPE OF WORK", or describe scope here. Could we use description from "SCOPE" described in the Master Agreement?)**

2. "The term "Work" as used herein means all engineering, planning, and construction work performed by RMRTD or RMRTD contractors on projects agreed upon pursuant to the terms of this Agreement

3. **PAYMENT**

The CITY, in consideration of the Work faithfully performed by RMRTD, agrees to pay the reasonable actual direct and related indirect costs (including applicable taxes) not to exceed an amount of **\$142,791.14** under this agreement.

# HERZOG

February 14, 2025

Robert Gonzales  
RMRTD, Director of Operations  
809 Copper Ave. N.W.  
Albuquerque, NM 87102

RE: Request for Authorization-Design and Software Engineering, St Michaels Underpass

Robert,

HTSI is requesting authorization for funding to provide design and software engineering support for a pedestrian underpass at St. Michaels Drive in Santa Fe. This request supersedes the previous request dated April 25, 2024. The price has not changed since that estimate was provided.

This estimate (in its entirety) is valid for 30 days.

Breakdown is as follows:

Track Work	
Labor/Equipment	-
Subcontractors	-
Materials	-
NMGRT	-
Insurance	-
HCC Total:	-

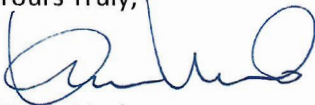
Signal Work	
Labor/Equipment	\$20,200.88
Subcontractors	\$95,081.72
Materials	-
NMGRT	\$2,027.08
Insurance	\$1,682.94
HTI Total:	\$118,992.62

Track and Signal Total: \$118,992.62

20% Contingency: \$23,798.52

**Grand Total: \$142,791.14**

Yours Truly,



Kevin Merlo

General Manager

Herzog Transit Services, Inc.

**EXHIBIT A**

