



Village of Wagon Mound Resolution No. 2022-04

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Wagon Mound** and the New Mexico Department of Transportation shall enter into a Cooperative Agreement;

WHEREAS, the total cost of the project will be **\$53,333.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$40,000.00**
- b. The **Village of Wagon Mound** proportional matching share shall be 25% or **\$13,333.00**

TOTAL PROJECT COST IS **\$53,333.00**

The **Village of Wagon Mound** shall pay all costs, which exceed the total amount of **\$53,333.00**

Now therefore, be it resolved that, the **Village of Wagon Mound** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2023** and the **Village of Wagon Mound** 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 in the written agreement.

NOW therefore, be it resolved by the **Village of Wagon Mound** to enter into Cooperative Agreement Vendor Number 46280, Control Number **L400611** with the New Mexico Department of Transportation for LGRF Project Year **2022-2023** for the **plan, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various Village streets** within the control of the **Village of Wagon Mound**, in Mora County, New Mexico.

Passed, Approved, Adopted this 14th day of June 2022


Andres Martinez, Mayor

ATTEST:


Amber L. Alcon, Clerk Treasurer

Contract No. _____
Vendor No. 46280
Control No. L400611

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and Village of Wagon Mound (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, 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 **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various village streets**, as described in Control No. **L400611**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **Fifty Three Thousand, Three Hundred Thirty Three Dollars (\$53,333.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **\$40,000.00**

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various village streets.

2. Public Entity's required proportional matching share shall be 25%: **\$13,333.00**

3. Total Project Cost: **\$53,333.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Fifty Three Thousand, Three Hundred Thirty Three Dollars (\$53,333.00)**

Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar 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**.
- 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 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.
- 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 can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project 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 **December 31, 2023**. In the event an extension to the term is needed, the Public Entity shall provide 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.

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 by an instrument in writing executed by the parties.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

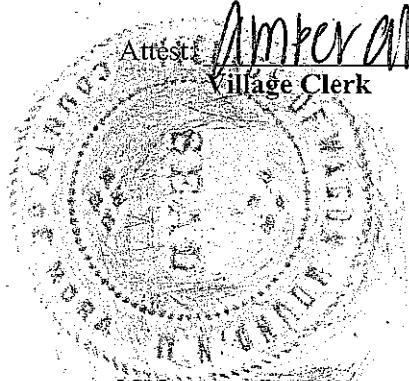
Village of Wagon Mound

By: *Amber Alcorn*

Date: 6-7-2022

Title: Mayor

Attest: *Amber Alcorn*
Village Clerk



2022 (FY23) NMDOT COOP
ESTIMATED SUMMARY
COSTS AND QUANTITIES

ENTITY: Village of Wagon Mound

DO: _____

CN: L400611

PROJECT NO.:

TERMINI: Catron Avenue from Highway 271 to the Senior Center

SCOPE OF WORK: Plan, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various Village streets.

Project Summary of Quantities								
ITEM NO.	ITEM DESCRIPTION	Unit	ESTIMATED QUANTITY	FINAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED COST	FINAL UNIT PRICE	FINAL COST
601000	Removal of structures and obstructions	LS	1		\$7,500.00	\$7,500.00		
608004	Concrete sidewalk, 4"	SY	394		\$85.00	\$33,488.57		
618000	Temporary Traffic Control and Management	LS	1		\$2,500.00	\$2,500.00		
621000	Mobilization/Demobilization	LS	1		\$4,498.86	\$4,498.86		
901000	Contractor's Quality Control Testing	ALL	1		\$1,500.00	\$1,500.00		
	Subtotal Construction					\$49,487.43		
	NM Gross Receipts Tax on Construction		7.7708%			\$3,845.57		
	Total Construction					\$53,333.00		