

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/10/15
ITEM FROM FINANCE COMMITTEE MEETING OF 06/01/15

ISSUE:

15. Request for Approval of Amendment No. 1 to Professional Services Agreement – Bus Stop and Sidewalk Connectivity Assessment to Santa Fe Metropolitan Planning Organization and Budget Adjustment in the Amount of \$84,781 from Federal Grants; KFH Group, Inc. (Mark Tibbetts and Erick Aune)

FINANCE COMMITTEE ACTION:

Approved as Discussion Item.

FUNDING SOURCE: 22306.510300 and 22305.510300

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

With directions to staff before City Council.

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15



Santa Fe Metropolitan Planning Organization

"Promoting Interconnected Transportation Options"



DATE: May 19, 2015

TO: Finance Committee/City Council

VIA: Kate Noble, Acting Director *KW*
 Housing and Community Development Department

FROM: Mark Tibbetts, MPO Officer *Mark*

ITEM & ISSUE

Amend Professional Services Agreement # 14-0232 with KFH Group, Inc. to add funding for a Bus Stop and Connectivity Assessment.

The success of transit to connect people to places is directly affected by the accessibility and safety of the transit stops. Bus stops are at the point of convergence for pedestrians, bicyclists and transit. Santa Fe has many attractive and functional stops with amenities. However, there are many areas where the stop is either unsafe to wait at or to access. This project will identify bus stops with limited usability and recommend solutions to the problem.

The Santa Fe Metropolitan Planning Organization (SFMPO) has requested KFH Group, who has just completed the MPO Public Transit Master Plan, to conduct an assessment of bus stops and connectivity to pathways (pedestrian and bicycle) linking the stops within the Metropolitan Planning Area. Key objectives include improving ridership for transit and ensuring compliance with Title VI of the Civil Rights Act

The assessment will include a field survey, individual bus stop profiles, and a list of prioritized improvements. Each stop will be reviewed for: safety, accessibility, amenities, and site location.

Funding (\$84,781) for the Assessment comes from two federal grants: Federal Highways Administration (Section 112) and Federal Transit Administration (Section 5303). The MPO Business Units and line items to fund the request are #22306.510300 and #22305.510300

ACTION REQUIRED

Approve Amendment #1 to Professional Services Agreement #14-0232

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 9, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and KFH Group, Inc.(the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide a Bus Stop and Sidewalk Connectivity Assessment to the Santa Fe Metropolitan Planning Organization according to the attached proposal;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, paragraph D of the Agreement is amended to include a Bus Stop and Connectivity Assessment, so that Article 1, paragraph D reads as follows:

D. Capital Needs Assessment

Identify future equipment, facility, and infrastructure needs. Prepare a GIS-based bus stop inventory and sidewalk connectivity assessment. Recommend future purchases or rolling stock, evaluating fuel options and necessary infrastructure needs.

2. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by Eighty Four Thousand Seven Hundred and Eighty One Dollars (\$84,781), so that Article 3 reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred eighty four thousand seven hundred eighty one dollars (\$184,781), plus (8.1875%) gross receipts taxes."

3. TERM:

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and shall terminate on December 31, 2015, unless terminated sooner pursuant to Paragraph 6, of the original Agreement.

4. AGREEMENT IN FULL FORCE,

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
KFH GROUP, INC.

JAVIER M. GONZALES, MAYOR

Sue F. Knapp
Sue F. Knapp, President

Date: _____

Date: 5/15/15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 5/12
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

22305 and 22306.510300

Business Unit/Line Item

Proposal for:

Santa Fe Metropolitan Planning Organization: Bus Stop and Connectivity Assessment



April 2015

Prepared for:



Santa Fe Metropolitan Planning Organization



KFH Group, INC.

Project Understanding

THE BUS STOP - TRANSIT'S FRONT DOOR: CONNECTING THE MOVEMENT OF PEDESTRIANS, BICYCLISTS AND BUSES

Understanding of the Project

The Santa Fe Metropolitan Planning Organization (SFMPO) has requested consultant assistance in the assessment of transit connectivity with pedestrian and bicycle pathways, ensuring that the SFMPO Planning Area has viable options to the automobile.

The purpose of the project is to identify activities that can take place to improve bus stops and pathways and ensure greater access for all. The objectives include:

- Improving ridership for transit
- Ensuring compliance with Title VI of the Civil Rights Act
- Reduction in pollutants
- Easing congestion within various areas of the SFMPO planning area

Connectivity takes place at the bus stop. The assessment will, in essence, include an assessment of bus stops and connectivity to pathways (pedestrian and bicycle) linking the stops within the SFMPO Planning Area. The plan can include:

- Reviewing each stop for
 - Safety
 - Accessibility
 - Amenities
 - Site location
- Assessment for Connectivity
 - Bicycle and pedestrian connectivity to stops and key locations
- Improvement Plan – Road Map to Connectivity

Recommendations are based on

- Safety
- Accessibility
- Usage
- Location
- Connectivity

BACKGROUND AND UNDERSTANDING: ALL TRANSIT RIDERS ARE PEDESTRIANS AND BICYCLISTS

The bus stop is crucial to the movement of people in Santa Fe. With over two million one-way transit trips annually, SFMPO planning area residents, commuters and visitors use transit at a rate higher than most similar sized communities. Enhancing the service and forming a consortium of operators and communities to ensure proper access for all will enhance the community by reducing automobile traffic.

Ultimately, the success of transit to connect people to places is directly affected by the accessibility and safety of the transit stops. Bus stops are the nexus of pedestrians, bicyclists and transit. At the point where they meet, transit must have in place the proper bus stop to ensure the greatest number of transit users. Furthermore, by ensuring greater accessibility through a one-time capital cost, the day-to-day paratransit operating budget can be reduced as more persons with disabilities are able to use fixed route bus.

The SFMPO planning area has many attractive and functional stops with amenities. However, there are many areas where the stop is an issue as it is either unsafe to wait at or to access. Lighting was also a concern voiced by many, not just in the planning area, but also throughout the country. Many of these stops and/or amenities have limited usability. This project will identify bus stops with limited usability and recommend solutions to the problem.

KFH GROUP, INC. – TWENTY YEARS OF EXPERT ASSISTANCE

KFH Group, Inc. is an experienced firm of transportation professionals, dedicated to providing assistance to local, state, and federal organizations to improve public transportation services. The firm focuses on transportation planning, bus stop and facilities assessments, management consulting, policy analysis, service evaluation and design, and operational support for transportation programs at the federal, state and local levels. Unlike most other firms, all 24 of our staff have transit backgrounds and many are experts in their fields.

The KFH Group is uniquely qualified to conduct this effort.

- **The Nation's Leader in Bus Stop Assessments** – We have conducted well in excess of 20,000 stops in some of the nation's largest cities, and rural areas, as well as cities of similar size to

Santa Fe. This includes the entire Washington D.C. Metropolitan area, Corpus Christi and Texarkana, TX, all of rural Idaho and Maui, HI. Our template was recommended in a federally funded study by Project Action.

- **Customized Study** – One size does not fit all. The transit systems will have an opportunity to customize the assessment to their needs.
- **Extensive GIS Database** – Our firm will provide SFMPO and transit operators with a full database for the operators, and customers can use it to determine accessibility/safety/security at each stop.
- **Extensive Experience in the Santa Fe Area** - Our experience in the Santa Fe planning area, as well as throughout the region, is extensive, having recently completed two major studies in the area. Our staff has ridden every fixed route in the planning area and we have seen the issues first hand.

OUR PROPOSAL

Following this introduction we present our approach to this project. This will be followed by our budget. There will be two options presented: One, as a full bus stop assessment, reviewing pathways to the nearest intersection or two, with an optional task that uses existing sidewalk data to review overall connectivity to each bus stop. The last part of this proposal is the resumes of key staff managing and conducting the effort.

Scope of Work

TASK 1: ON-GOING MANAGEMENT AND INFORMATION GATHERING

Subtask 1.1 – Initial Project Meeting

In this initial task, KFH Group staff will contact the SFMPO to arrange for an initial project meeting with SFMPO staff to kick off the project. This first meeting will permit the following:

- Determination of ongoing management
- Review of schedule and scope of work and provide clarification (if necessary)
- Discussion of potential issues or concerns
- Identification of key contacts
- Establishment of project objectives and next steps
- Review of annotated data dictionary

Subtask 1.2 – Document Review

KFH Group will obtain and review SFMPO's Pedestrian Master Plan: Phase I and Bicycle Master Plan. The Bicycle Master Plan was adopted in April 2012 and the Pedestrian Master Plan is currently underway with the draft of Phase I having been completed in February 2015. KFH will also review other documentation that SFMPO staff feels would inform this effort and give us a better perspective on the goals and objectives of the bus stop assessment. Additionally, throughout this process, KFH Group will reference the current American with Disabilities Accessibility Guidelines (ADAAG) and the Public Right-of-Way Accessibility Guidelines (PROWAG).

Subtask 1.3 – Obtain GIS and Bus Stop Data

As part of our initial on-site visit, KFH Group will obtain a list of bus stops and their locations from SFMPO. Additional GIS data layers such as sidewalks and curb ramps (if available) will also be obtained. KFH Group would like to obtain passenger boarding and alighting activity at each stop, as available, from transit systems. This information will help in prioritizing amenities and improvements at each stop.

TASK 2: SURVEY PREPARATION

Subtask 2.1 – Develop Annotated Data Dictionary

One of the first steps in conducting a bus stop survey and evaluation is to determine what types of information will be collected at each stop. The draft annotated data dictionary will provide a detailed listing of the information that will be inventoried along with a text description. Even though KFH Group has surveyed thousands of bus stops, we always like to review the typical types of data elements we collect with the transit system. In this way, we can make adjustments based on the needs and preferences of the system. Generally, information collected at each stop falls into one of the following five categories:

1. **Bus Stop Location Description** – Bus stop number, routes served, on- street, cross street, position and placement, i.e.(near-side, far-side, mid-block, heading, stop type, and land use, i.e. commercial, single-family residential, and mix
2. **Passenger Amenities** – Size and accessibility of shelters, size and type of trash receptacles, benches, bicycle racks, vendor boxes, route and area maps, and bus schedules
3. **Signage** – Bus stop signs and poles
4. **Safety** – Sight lines, lighting (to the extent possible), proximity to a controlled intersection, posted speed limit, number of travel lanes, and crossing amenities,(i.e. marked crosswalk, pedestrian signal, and pedestrian refuge island
5. **Accessibility** – Presence/absence of ADA compliant facilities, landing pad, landing pad obstructions, sidewalk width, sidewalk obstructions/protrusions, sidewalk connectivity, bicycle facilities, curb clearance, and curb ramp connectivity.

Prior to the initial meeting during Task 1, KFH Group will provide a draft version of the information that will be surveyed at each bus stop to the SFMPO staff. As part of the initial kick-off meeting, we will discuss and review the information to be surveyed and make any changes based on input from SFMPO staff and the project committee. We want to ensure that the information inventoried will allow SFMPO staff to meet the goals and objectives of the effort and potentially integrate the data into other applications, such as an asset management system.

Subtask 2.2 – Finalize Master List/Annotated Data Dictionary and Survey Tool

We will circulate annotated data dictionary to SFMPO staff for final approval. Upon final approval, we will finalize the data dictionary and our survey tool and make final preparations for the field work.

TASK 3: FIELD SURVEY

Subtask 3.1 – Conduct Field Survey

Using the data dictionary, an electronic survey tool will be created to allow the survey to be performed on a PDA device. Daily field survey assignments will be created in advance of the field work to maximize the time in the field and ensure a high level of productivity. Each of the estimated 500 bus stops in Santa Fe will be inventoried based on the annotated data dictionary. The field survey will survey the stop for ADA compliance and its connectivity to the nearest intersection. For mid-block stop locations, the survey will document if there is infrastructure to facilitate pedestrian crossings. KFH Group proposes using our experienced staff, rather than hiring temporary staff, to conduct the field surveys. We find by using in-house staff as lead surveyor, there is consistency in all the data, less errors, and greater productivity.

Each surveyor will be equipped with a PDA, a measuring wheel, an inclinometer and a digital camera. Our PDAs will allow staff to electronically enter information, while the measuring wheel and inclinometer will aid in collecting specific measurements of the bus stop.

Subtask 3.2 – Photograph Bus Stops

A digital camera will be used to take a minimum of three digital images of each bus stop. Each of the three images will be from different vantage points. The first image will be taken at the near-side of the stop, the second image will be directly across the on-street of the stop, and the third image will be taken from the far-side of the stop. In addition to the data collected at each stop, the pictures taken will provide SFMPO with a photo catalog of all of their stops. These images will help with KFH Group's quality checks of the data that is collected. Quality assurance and quality control of the information collected is vital to the success of the bus stop survey and assessment. On a daily basis, KFH Group will process each bus stop's information, cross checking the data with the photos for anomalies, consistencies, inaccuracies and typographical errors.

TASK 4: BUS STOP CONNECTIVITY (OPTIONAL TASK)

Subtask 4.1 – Assess Connectivity of Bus Stops

In this subtask, KFH Group proposes utilizing the sidewalk information that is collected for the city's Pedestrian Master Plan in determining the levels of connectivity at each stop. While the field survey will identify if stops are connected to an intersection with adequate pedestrian amenities and curb ramps, this spatial analysis will provide a greater sense of connectivity between bus stops and trip generators.

This analysis will be accomplished by incorporating the sidewalk and bike facility GIS layer with the bus stop layer to evaluate and determine the level of connectivity within a $\frac{1}{4}$ and a $\frac{1}{2}$ mile radius of the stop. Each level will then be categorized as one of the following:

- Level 1 – Sidewalk connections on both sides of the street along primary and secondary roads connecting to the stop
- Level 2 – Mix of sidewalk connections on both and one side of the street along primary and secondary roads connecting to the stop
- Level 3 – Sidewalk connections only on one side of the street along primary and secondary roads connecting to the stop
- Level 4 – Missing multiple sidewalk connections along primary and secondary roads
- Level 5 – No sidewalk connecting to the stop

It should be noted that this analysis will be based on available GIS data and sidewalks in the public right-of-way. Sidewalks on private property, i.e. shopping centers, shopping malls, and housing complexes, are not included.

TASK 5: CAPITAL PLAN

Subtask 5.1 – Identify Bus Stop Improvements

In this subtask, we will develop a list of bus stop improvements for each bus stop location that will address the safety, accessibility, amenities and ADA compliance. In addition to the recommended improvements, KFH Group will provide an estimate of the cost of the improvement(s). To ensure the estimates are reflective of the local labor and material costs, we will work with SFMPO staff in estimating unit costs for specific types of improvements.

Subtask 5.2 – Prioritize Improvements

Bus stops needing improvements will be prioritized into immediate, short-term, medium-term, and long-term. Generally, stops that fall into the immediate timeframe are those that have safety issues and need to be addressed quickly. One of the most important single factors in making the prioritizing list is the level of activity at each stop. If this data is available it will be factored into the prioritization. Other factors can include proximity to hospitals, educational facilities, senior institutions and housing. We will work with SFMPO staff to determine the most appropriate criteria that is reflective of local needs for prioritizing the bus stops.

TASK 6 – BUS STOP PROFILES

Subtask 6: Develop Individual Bus Stop Profiles

For each bus stop, a stop profile will be created that will provide an easy to read snapshot of all the safety, accessibility, and amenity features. The stop profile will include photos, activity (if available), level of connectivity (based on the spatial analysis in Task 4), and the recommended improvements. Additional information can be added to the stop profiles based on input and needs of the SFMPO. Figure 1 provides an example of a bus stop profile.

Figure 1: Example of Bus Stop Profile

1002					
Kaunapali Beach Club KAANAPALI SHORES PL @ KAAHAPALI SHORES PL West					
P.U.K. or Location:	Adjacent Property Type:	Speed Limit:	Daily Boardings:	Annual Boardings:	
	Commercial	25	32	7,012	
Pole and Signage:					
Bus Stop Sign:	Yes	Bus Stop Pole:	Yes	Info Case:	Yes
Sign Installation:	Bus Stop Pole	Pole Installation:	Earth	Info Case Access:	No
Sign Height:	Less than 7'	Pole Problem:	None	Info Case Problem:	None
Phone Number:	Yes	Pole Comments:		Schedule:	Yes
Sign Problem:	None	Route Information:	No	System Map:	No
		Route Map:	No		
Accessibility:					
Pedestrian Pad:	Sidewalk	Sidewalk Width:	5'	Curb Ramp OSMS:	Yes
Pad Material:	Concrete	Sidewalk Obstruction:	None	Curb Ramp OSFS:	n/a
Pad Obstruction:	None	Sidewalk Problem:	None	Curb Ramp ASAS:	n/a
Pad/Curb Connect:	Yes	Sidewalk/Pad Connect:	Yes	Curb Ramp ASOP:	n/a
Pad Problem:	None	Sidewalk/Curb Connect:	Yes	Green Strip:	None
Pad Comments:				Parking:	No parking here
Safety:					
Crosswalk OSMS:	Yes	Pedestrian Control OS:	No	Travel Lane:	1
Crosswalk OSFS:	n/a	Pedestrian Control AS:	No	Median:	n/a
Crosswalk ASAS:	n/a	Traffic Control Device:	Yes	Shoulder:	n/a
Crosswalk ASOP:	n/a	Dist. Crosswalk/Intersection:	n/a		
Amenities:					
Bench Count:	2	Trash Can:	No	Bus Shelter:	No
Bench Advertisement:	No	Trash Installation:	n/a	Newspaper Box Count:	0
Bench Problem:	None	Trash Comments:			
Recommendations:					
Poles and Signage:	Accessibility:	Safety:	Amenities:		
Reposition pole	Expand landing pad		Install shelter		
Considerations for Repairs:			Estimated Cost of Improvements:		
<input type="checkbox"/> Ground Level Pad Location <input type="checkbox"/> Site Work Required <input type="checkbox"/> Right of Way			\$10,750		

TASK 7 – FINAL REPORT

A final report will be produced that will document the analysis and results conducted in the previous tasks. Hard copies and an electronic (.pdf) copy will be provided to the SFMPO.

Budget

The scope of work included an optional task, Task 4 – Stop Connectivity, which evaluates the overall level of connectivity of bus stops to trip generators using existing sidewalk spatial data. Provided below are two budgets, one that includes the optional Task 4 and one that does not (assessing connectivity to the nearest intersection). Please keep in mind that both budgets are based on 500 stops. If this number is not accurate we will negotiate an incremental cost (about \$50 per stop) factor up or down.

BUDGET ONE - EXCLUDES OPTIONAL TASK 4

The budget for the proposed scope of work that does not include the analysis of stop connectivity to trip generators is \$74,636 as provided in Table 1.

Table 1: Proposed Budget (Excludes Optional Task 4)

Labor				\$26,869
<u>Staff</u>	<u>Hours</u>	<u>Rates</u>	<u>Cost</u>	
Ken Hosen	41	\$72.00	\$2,952	
Jason Quan	223	\$63.00	\$14,049	
William Sutton	24	\$32.00	\$768	
Bennett Powell	212	\$31.00	\$6,572	
Matthew Dennison	82	\$26.00	\$2,132	
Laurie Schwartz	16	\$24.75	\$396	
Overhead: 125% of Direct Labor Costs				\$33,586
Travel: 5 - 1 Person Trips				\$8,135
Subtotal				\$68,590
Fee: 10% of Labor and Overhead				\$6,046
TOTAL				\$74,636

Jason Quan

Senior Transportation Planner



Years of Relevant Experience: 21

Education

- B.S. Urban Planning, University of Maryland, 1992

Professional Activities

- Washington Metropolitan Area Transit Authority (WMATA) Regional Bus Stop Task Force

Highlights

- Assessed over 20,000 bus stop facilities.
- Developed methodology for prioritizing bus stop improvements.
- Developed bus stop design and spacing guidelines.
- Surveyed hundreds of miles of pedestrian walk paths for accessibility and ADA compliance.
- Developed the bus stop survey tool in the Project Action Toolkit for the Assessment of Bus Stop Accessibility and Safety.

Employment History

- Senior Transportation Planner, KFH Group, 1998-Present
- Transportation Planner, Ecosometrics, Inc., 1994-1998

Mr. Quan is a senior transportation planner with thirteen years of research and practical experience in bus stop assessment and design, transportation service planning, human service coordination, research and analysis, data collection, database development, and Geographical Information System (GIS) and intelligent transportation systems (ITS) applications.

Relevant Experience

Bus Stop Inventory and Analysis

Mr. Quan has conducted bus stop inventories for over 20,000 bus stops in large urban, urban, small urban and rural areas across the country. Recently, Mr. Quan completed an ADA evaluation of the pedestrian infrastructure including sidewalks, curb ramps, and intersections within the TOD corridors in Arlington, Virginia. Mr. Quan has also managed an effort to evaluate the walk paths between transit stops and trip generators for WMATA under contract with the Metropolitan Washington Council of Governments. Mr. Quan has worked with agencies to prioritize bus stop improvements such as in Prince George's County, Maryland which has over 3,700 bus stops. For Montgomery County, Maryland Mr. Quan completed the development of a geo-database with the use of Global Positioning Satellite (GPS) technology to assess and manage the county's 5,400 Ride-On bus stop facilities. He has completed full inventories and assessments in the Washington, DC area (15,000 stops), and surrounding jurisdictions in Montgomery and Prince George's Counties, MD, Arlington and Alexandria Counties in Virginia. Mr. Quan also completed a bus stop and pathway improvement project for the Maui, HI, rural Idaho and Corpus Christi Transit Authority (CCRTA) in Texas. The project involved assessing 1,400 bus stops for accessibility. Mr. Quan recently developed regional bus stop and pathways guidelines for the Washington Metropolitan Area Transit Authority (WMATA).



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor KFH Group, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2015

Approved by Council Date: April 14, 2014

or by City Manager Date: _____

Contract is for: Pager rental and service for SWAT Team

Amendment # 1 to the Original Contract# 14-0232

Increase/(Decrease) Amount \$ \$84,781

Extend Termination Date to: December 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Assessment of Bus Stops and Sidewalk Connectivity within the Santa Fe Metro Area

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

Amount \$ 100,000 of original Contract# 14-0232 Termination Date: 6/30/2015
Reason: _____

Amount \$ 84,781 amendment # _____ Termination Date: 12/30/2015
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ \$184,781



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 14/25/P Date: April 9, 2014

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: Santa Fe MPO **BU/Line Item:** 22306.510300 & 22305.510300

8 Any out-of-the ordinary or unusual issues or concerns:
See attached memo
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Erick Aune
Phone # 955-6664

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

Note: If further information needs to be included, attach a separate memo.

Comments:

ITEM # 14-0232

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and KFH Group, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Develop and deliver the Santa Fe Metropolitan Planning Organization Public Transit Master Plan.

B. Project Organization Data and Information Collection

(1) Refine Scope of Work – Work with Project Team and Stakeholder Steering Committee to clarify priority issues and tasks. Submit a revised scope of work. Scope refinement shall include recommendations for how the Public Transit Master Plan will address the needs of service providers that have service boundaries that extend outside the Santa Fe MPO Planning Area. Refinements will include recommendations for maximizing the effectiveness of the public engagement plan.

(2) Review planning and demographic information, including, but not limited to: demographic projections, the 201 Metropolitan Transportation Plan, general and master plans for each of the participating jurisdictions, and any applicable

service or other plans provided by each of the participating transit providers. Coordinate closely with concurrent planning initiatives including 2015-2040 Metropolitan Transportation Plan update and the State of New Mexico Long Range Transportation Plan update.

(3) Review data, documents, reports and other items that will be relevant to the project. Documents may include monthly financial and ridership reports, policies and procedures, and records from any relevant past public hearings and existing service plans.

(4) Develop appropriate goals, objectives and performance standards in order for the MPO and providers to measure system efficiency and effectiveness. The goals and performance standards should help guide transit system operations and generate an integrated systems perspective that includes all service providers.

(5) Refine project organization materials including deadlines, meetings and deliverables.

C. Existing and Future Public Transit Service

(1) Evaluate and analyze the existing Public Transit Services within the Santa Fe MPO Planning Area in order to make recommendations for improving services in accordance to the goals and objectives set forth in the 2010 Metropolitan Transportation Plan and any other relevant policy or technical documents. Provide recommendations for lowering costs, increased ridership, performance measures and benchmarks, and increase transit services against industry standards and desired objectives.

(2) Evaluation and analysis will include, performance monitoring and quality control, service levels, service operating parameters such as days and times, fare structure, fare box recovery ratios, field surveys, boarding per capita, operating and subsidizing cost per passenger, on time performance, vehicle dwell time, passenger utilization, schedule efficiency, stop spacing, compatibility and coordination with other services, and school bell times.

(3) Travel Demand Model Update – the Santa Fe MPO uses VISUM for its Transportation Model within the Metropolitan Planning Area. It seeks to update the model with the incorporation of possible transit factors such as accessibility and connectivity as a means to identify reasonable mode captivity groups to increase the accuracy of the model. The model may then be used to support further analysis required of this study.

(4) Analyze the service area within the Santa Fe MPO Planning Area and future projected growth for service demand. Identify and recommend future service areas and corridors, services, or locations given the impact of urbanized status and past customer interest. Include social service agencies that will likely benefit from transit services.

(5) The recommended future services may include, but are not limited to, modifications to current service (i.e., schedule adjustments, improved transfer coordination between Fixed Route and Dial-A-Ride service), more frequent service on existing routes, new public transit services to unserved areas, enhanced service coordination with other transit service providers, or expanded weekend services. Criteria for evaluating alternatives shall be developed. Substantive long-term service

modifications intended to maximize connectivity and accessibility shall be examined for their feasibility along with investment strategies and suggested steps toward development. Examples may include the development of high capacity improvements for fixed-guideway systems such as bus rapid transit systems, exclusive rights-of-ways or intersection treatments for transit priority.

D. Capital Needs Assessment

Identify future equipment, facility, and infrastructure needs.

Recommend future purchases or rolling stock, evaluating fuel options and necessary infrastructure needs.

E. Potential Funding Source Identification

Identify available project financing sources and analyze potential local, State and Federal funding with regard to their relative certainty of availability.

F. Santa Fe MPO Coordinated Intra-Transit Service Marketing Plan

(1) Develop coordinated cross-route marketing and promotional plan that may include: brochures, maps, websites, mobile phone applications and/or other innovative techniques that may serve each transit provider and the public, with user friendly tools to maximize their accessibility and mobility options across the transit provider services.

(2) Develop and administer existing rider and potential rider user survey measuring the effectiveness of the current transit services, potential service expansions or gaps in service, trip purpose, rider demographics and rider's perceptions, experiences and desired changes for existing services.

G. Communications and Public Input/Community Outreach

(1) Public Transit Stakeholder Steering Committee – Identify, develop and engage transit stakeholder committee for on-going input feedback services. Outline and implement detailed Stakeholder engagement plan.

(2) Develop public engagement program including surveys and public input meetings. Information shall be presented in English and Spanish.

(3) Review any recent public input documentation that may provide timely and relevant information and incorporate accordingly.

(4) Provide the Santa Fe MPO Policy Board, the NCRTD Board and the Santa Fe Transit Advisory Board, the general public and the Santa Fe MPO Technical Coordinating Committee (1) draft plan presentation each for critical feedback.

H. Draft/Final Plan Documents

Provide copies of draft and final plan in formats agreed upon by all parties during the execution of the consulting contract.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor and their personnel represents that they possess the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one hundred thousand dollars (\$100,000), plus (8.1875%) gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed and deliverables received and accepted. Compensation shall be paid only for services performed and accepted and deliverables received and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2015 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only

within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation Insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from

all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this

Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate

against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

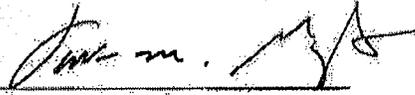
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Erick J. Aune,
MPO Transportation Planner
Santa Fe MPO
P.O. Box 909 Santa Fe,
NM 87504-0909

Contractor:
Kenneth Hosen, Principal
KFH Group
3409 Executive Center Dr.
Ste. 209
Austin, TX 78731

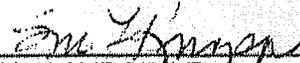
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES,
MAYOR

DATE: 4/14/14

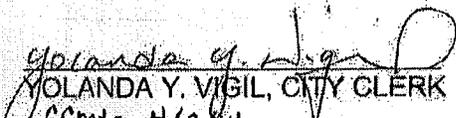
CONTRACTOR:
KFH GROUP


NAME AND TITLE Sue F Knapp
President

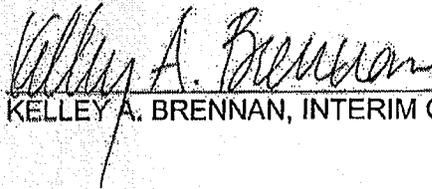
DATE: April 1, 2014

CRS# 03-288218-00-1
City of Santa Fe Business
Registration # 14-00124834

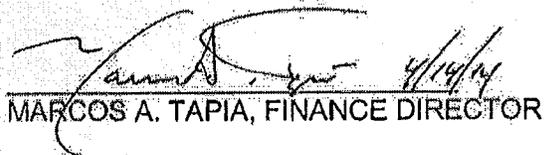
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CCmtg 4/9/14

APPROVED AS TO FORM:


KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR

22305 & 22306, S10300
Business Unit Line Item

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME H.C.D.D. / M.P.O. / Section 112				DATE 05/22/2015		
ITEM DESCRIPTION	BU / LINE ITEM	<small>(Finance Dept. Use Only)</small>		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Professional Contracts	22305.510300		DR /	40,000		
Other Consulting	22305.510340		(CR)		(60,000)	
Professional Contracts	22306.510300		DR	55,176		
Other Consulting	22306.510340		(CR)		(35,176)	
Transfer In	22306.600150	2324	(CR)	(20,000)		
Transfer Out	22305.700150	2325	DR	20,000		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	\$ 95,176	\$ (95,176)

Professional Service Agreement #14-0232 has increased by 84,781 for Bus Stop and Connectivity Assessment.

Stephen Morales <i>[Signature]</i> 05/22/2015 Prepared By _____ Date _____	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date _____ Agenda Item #: _____	<i>[Signature]</i> 5/22/15 Budget Officer _____ Date _____ <i>[Signature]</i> 5/21/15 Finance Director _____ Date _____ City Manager _____ Date _____
<i>[Signature]</i> 5/22/15 Division Director _____ Date _____ <i>[Signature]</i> 5-22-15 Department Director _____ Date _____		