



Santa Fe Metropolitan Planning Organization

"Promoting Interconnected Transportation Options"



DATE: March 20, 2014

TO: Finance Committee

VIA: Kate Noble, Acting Director *WN*
Housing & Community Development Department

FROM: Mark Tibbetts, MPO Officer *Mark Tibbetts*

ITEM & ISSUE

Amendment #1 to PSA #13-0420 for Design Office to complete Phase II of the Santa Fe Metropolitan Pedestrian Master Plan for the Santa Fe Metropolitan Planning Organization (MPO).

BACKGROUND & SUMMARY

Design Office will have completed Phase I of the Santa Fe Metropolitan Pedestrian Master Plan ("PMP") by April 2014. Under PSA #13-0420, the scope (PMP Phase I) included detailed mapping of the sidewalk infrastructure within a quarter radius surrounding public schools and transit stops in Santa Fe. The maps were used in an extensive public input process to record issues and concerns related to the walking environment in Santa Fe. The scope of work (PMP Phase II) in Amendment #1 will complete the Pedestrian Master Plan, integrating the results from Phase I into a guide for improvement projects and policy recommendations. The Pedestrian Master Plan is a component of the federally required Santa Fe Metropolitan Transportation Plan, which is updated every five years. Amendment #1 will increase funding by \$49,993, which will bring the contract total to \$99,730. Contract termination date will extend to June 30, 2015.

ACTION RECOMMENDED

Please approve PSA #130420 Amendment #1 to complete Phase II in the amount of \$49,993 inclusive of GRT. Federal planning funds for this project have been allocated in business units 22305-510300 and 22306-510300.

Attachments: Professional Services Agreement Amendment #1
Exhibit "B" – Design Office Phase II proposal

**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 June 5, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Metropolitan Planning Organization (the "MPO") and Design Office (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 professional services to the City.

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 of the Agreement is amended to add additional services as described in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Forty Nine Thousand Nine Hundred and Ninety Three dollars (\$49,993), so that Article 3, paragraph A reads in its entirety as follows:

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

sum not to exceed ninety-nine thousand seven hundred thirty dollars (\$99,730.00) inclusive of applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is deleted. A new article 5 of the Amendment 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 the Contractor, whichever occurs last, and shall terminate on June 30, 2015, unless terminated sooner pursuant to Article 6 below.

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:

By: _____
JAVIER GONZALES, MAYOR

Claudia Meyer Horn
Principal, Design Office

Date: _____

Date: _____

City of Santa Fe Bus. Reg.
14-00035831
CRS# 03114041006

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Kelley A. Brennan

KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

22305. 22306. 510300
Business Unit/Line Item

11.February.2014

Mark Tibbetts
MPO Senior Planner
Santa Fe Metropolitan Planning Organization
500 Market Station, Suite 200
Santa Fe, NM 87501

Re: Santa Fe Metropolitan Pedestrian Master Plan: Phase 2

Dear Mark,

We are pleased to submit this proposal to embark on the second phase of the SF Metropolitan Pedestrian Master Plan project for the Santa Fe Metropolitan Planning Organization. The Scope of Services outlined below reflects the discussions we've had in recent meetings and conversations. Please review the following information and provide any additional feedback. We look forward to proceeding with this important project.

PROJECT DESCRIPTION

Santa Fe Metropolitan Pedestrian Master Plan Santa Fe, New Mexico

SCOPE OF SERVICES

The purpose of this project is to produce a Pedestrian Master Plan that can serve as a basis to evaluate, guide, and provide recommendations for priority improvement projects to enhance the pedestrian environment in the Santa Fe MPO region. While the area of study encompasses the MPO area (Santa Fe and its adjacent communities of Eldorado and Tesuque), data collection and analysis will focus on primary pedestrian 'hot spots', or locations of primary pedestrian activity. Pedestrian-related data sets will be collected and adjusted (as needed) to integrate with the City's GIS data and will be updated as additional information is collected.

The scope of work to be performed by **design office** in connection with this agreement is as follows:

TASK 1: PHASE 2 PEDESTRIAN IMPROVEMENT NEEDS ANALYSIS

Assembling a comprehensive and accurate database of existing pedestrian conditions and policies related to the pedestrian environment is a critical step in the master plan process. While Phase 1 data collection focused on an existing sidewalk inventory within a designated study area and public perception of pedestrian issues, the Phase 2 data collection and analysis will utilize readily available quantitative data to generate analysis maps that objectively analyze areas of pedestrian demand and walkability deficiencies within the MPO area. Collectively, this data will provide the basis to help determine where and what improvements are warranted.

Proposal for Santa Fe Pedestrian Master Plan: Phase 2
11.February.2014

1

Exhibit "B"

A. Project Management + Team Meetings

The design team will establish a regular meeting schedule with the Project Manager and the Team to keep the process and schedule flowing smoothly. We will also conduct meetings to get input from City staff and relevant city departments such as public works, transit, traffic, storm water, parks, and others.

B. Background Information Collection + Review

An inventory and literature review of existing relevant local plans, initiatives, codes, and policies as they relate to the pedestrian environment will be documented. A brief summary of these documents will be provided and will outline their relation to existing and future efforts to improve the pedestrian realm. Documents to be reviewed include but are not limited to: *Santa Fe General Plan, Santa Fe Downtown Vision Plan, Transition Plan, City of Santa Fe Land Development Code, Bicycle Master Plan, County Sustainable Land Development Plan, Safe Routes to Schools, etc.*

C. Phase 2: Pedestrian Improvement Needs Analysis

Phase 2 data analysis will focus on summarizing demographics and physical data as it relates to the pedestrian environment to identify which areas have low walkability and where improvements will benefit the greatest number of people. Data to be collected for this effort is assumed to be readily available through census data, City/County GIS data, Transit data, and other reliable sources. Phase 2 analysis maps will be combined with the base maps and information boards generated as part of the Phase 1 effort to graphically illustrate project information for use at public meetings. The needs analysis maps for Phase 2 are assumed to focus on the following:

Pedestrian Demand / Potential Analysis

This map set will analyze available data sets including, but not limited to: employment center density, land use (mixed-use areas), demographics (population density), transit ridership density, school attendance density. The resulting map will illustrate areas of greatest pedestrian potential based on quantities of people per area.

Walking Impediments / Deficiencies Analysis

This map set will utilize the sidewalk inventory and collision data for the Phase I study area and analyze it relative to other available data sets including, but not limited to: street lighting coverage / gaps, public perception issues, traffic volumes, and traffic speed. The resulting map will objectively illustrate areas with walkability deficiencies, independent of potential pedestrian usage.

D. Walkability Audit Coordination

The planning team will provide base maps, a summary of data to date, and recommendations for potential areas to conduct walkability audits. Walkability audits will be conducted by outside consultants as part of a separate contract. The PMP planning team will coordinate with the walkability audit consultants, assist with advertising the audit, participate as observers in the audit, and include observations and improvement recommendations in the final Pedestrian Master Plan Report document.

Task One - Deliverables

- *Background Information – Inventory and Summaries*
- *Analysis Maps: Pedestrian Demand / Potential, Walking Impediments / Deficiencies*

TASK 2: PUBLIC PROCESS

A broad public outreach effort that is open and integrated is critical for garnering public support and awareness for the project. The public process for the Santa Fe Pedestrian Master Plan will be inclusive and build on previous extensive public outreach efforts. For Phase 2, it will include a public meeting at a key point in the process, the formation of a Citizens Advisory Group to help guide project prioritization, and agency meetings / updates at relevant public committee and advisory group meetings.

A. Public Involvement Meetings

Two at-large public meetings are proposed to allow the public a chance to review existing data collected to date, provide input on priority projects, and review a draft of the proposed Pedestrian Master Plan. It is envisioned that each public involvement meeting will be conducted in a maximum of two public locations: one in a downtown location and one south side location.

PMP- Public Involvement Meeting #2

The public meeting for this phase will present the following items for public input and review: draft Pedestrian Master Plan elements, priority improvement project listing, design considerations for implementing project improvements, and an overview of previous analysis documents to date.

B. Citizens Advisory Group

In an effort to build consensus and determine project methodologies, it is recommended to convene a citizens working group to help guide components of the Pedestrian Master Plan. Once the basic project tenets of project vision/goals/objectives have been established, the working group will help identify and rate criteria to determine project priorities and recommended improvements. Citizens Advisory Group membership will be extended to interested individuals who participated in the Phase I public process and other individuals / professionals who have interested and/or expertise in pedestrian-related issues. Final membership will be reviewed and determined in coordination with the MPO Project Manager. It is anticipated the CAG process will occur over a span of six months and will meet a maximum of five (5) times.

C. Agency Input / Committee Updates

Continued outreach to local agencies and entities will be important as the project moves forward both for valuable input and data from these agencies and to elevate awareness of pedestrian issues. Collecting additional available data from agencies on destination types and level of usage will help with the evaluation of improvement priorities. Agency input and Committee updates might include the following entities: Santa Fe Public Schools (Board of Education, Citizens Review Committee, Facilities Division), Indian School, Santa Fe University of Art and Design, ADA (Mayor's Commission on Disabilities, State ADA Coordinator), Planning / Engineering / Code Review divisions (City, County), BTAC, TPB, TCC, Law Enforcement, Health / Insurance Professionals.

Task Three - Deliverables
- *Public Input - meeting summaries*

TASK 3: PEDESTRIAN MASTER PLAN

The Santa Fe Metropolitan Pedestrian Master Plan will document the efforts to date in a Master Plan Summary Report and provide a list of recommendations, priority projects, and improvements to the pedestrian realm.

A. Pedestrian Improvement Plan + Priority Projects

Information gathered from the Phase I + II analysis will be evaluated, rated, and summarized to generate a proposed improvement plan and project implementation priority list. The intention is to locate improvement projects, prioritize them, outline general costs, and identify basic design criteria for improvements in those areas. The Citizens Advisory Group will help evaluate the rating criteria and final list of priority projects to ensure that they will benefit the greatest number of people. Input from Public Involvement Meeting 3 will refine the final priority project listing.

Pedestrian Improvement Needs – summary map

This map will be generated to illustrate areas with high pedestrian demand and low walkability as a basis for determining improvement projects. The citizens working group will help identify, evaluate, and refine a scoring system for determining which areas receive improvements

- Sidewalk Improvement Priority Areas
- Street Crossing Review Locations
- Urban Trail Improvements

B. Santa Fe Metropolitan Pedestrian Master Plan – Summary Report

The Summary Report will include documentation and information for both Phase I + II efforts and provide planning recommendations and a list of priority improvement projects to guide future improvements to the pedestrian realm. This summary document is intended to serve as a guide for future project implementation and is considered a living document that should be updated periodically. Final content will be reviewed and approved by the MPO Project Manager prior to draft submittal.

PROJECT TEAM

Principal, Project Manager – **Claudia Meyer Horn**, design office

Claudia will serve as Principal for the Santa Fe Pedestrian Master Plan project and will have primary responsibility for coordinating with the project manager, overseeing the project progress, conducting the public process, coordinating intern assistance, and reviewing the quality of work.

Production, Assistant Project Manager – **Alex Leider**, design office

Alex will assist as project manager for the Santa Fe Pedestrian Master Plan project and will be responsible for data collection, management, and analysis, coordinating with the project manager for document production, public meeting preparation and outreach, intern assistance coordination, and participation as part of the project team.

GIS Resource – **Tom Pederson**, Atkin, Olshin, Schade Architects

Tom will assist as a resource with GIS data analysis and map creation on an as-needed basis in coordination with the project team.

SCHEDULE

design office is prepared to begin work immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. The anticipated schedule for the Santa Fe Pedestrian Master Plan – Phase 2 project is as follows:

Data Collection / Analysis	March / April 2014
Draft Master Plan	September 2014
Final Master Plan	October / November 2014

YOUR INVESTMENT

Basic services

Compensation to **design office** for the services described in the scope of service items above in accordance with the conditions of this agreement shall be on an hourly basis with an estimated fee limit of \$44,500 for professional services. Estimated fees for each task of work are below:

Task 1: Phase 2 Analysis	\$ 16,200
Task 2: Public Process	\$ 16,300
<u>Task 3: Pedestrian Master Plan</u>	<u>\$ 12,000</u>
Subtotal Professional Fees (labor only)	\$ 44,500
Reimbursable Expenses (allowance)	\$ 1,850
NMGRT (8.1875%)	\$ 3,643
Total Estimated Fees	\$ 49,993

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services for Fees. Reimbursable expenses incurred by **design office** and their consultants directly related to the project such as public meeting advertisement, room rental, printing expenses, etc. shall be billed at cost not to exceed the amount indicated above.

Additional Services

Services in addition to those described above are to be compensated on an hourly basis. Additional services will include but are not limited to redesign of previously approved work, major revisions to program and/or expansion of scope of work, and additional meetings and site investigations not listed above. Changes, additions, or modifications to the scope of services shall be authorized by written change request.

Taxes

Any applicable taxes or fees, (local, state or federal), based on gross receipts or revenues will be added to the total amount as indicated above.

CONDITIONS AND EXCLUSIONS

The following items will be needed to begin the project:

1. It is assumed that digital files of all current data relevant to the project will be made available to the project team for use as part of the project.
2. It is assumed that MPO staff will assist with providing all pertinent background studies, reports, codes, policies, etc. to accomplish task 1B: Background Information Review + Summary.
3. It is assumed that due to time constraints, the project team will not provide extensive data collection and entry in order to present project information and will instead use readily available existing data.
4. Design office will assist with coordination of newspaper ads and press releases, but it is assumed that advertisement costs will be borne directly by the client.

PAYMENT TERMS

1. Invoices will be mailed from design office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the work.
2. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, design office will provide this service.

ACCEPTANCE

1. This Agreement is entered into between **design office** and the **Santa Fe Metropolitan Planning Organization**, agent of the Owner of the property to be benefited by design office's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and design office may renegotiate this proposal.

Thank you for selecting **design office** to assist you in achieving your goals on this project.

Sincerely,



Claudia Meyer Horn, PLA, LEED AP
Principal
design office

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____



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 Design Office

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$49,737.00

Termination Date: June 30, 2014

Approved by Council Date: _____

or by City Manager Date: June 3, 2013

Contract is for: Pedestrian Master Plan Phase I: Mapping and Public Input

Amendment # 1 to the Original Contract# 13-0420

Increase/(Decrease) Amount \$ 49,993

Extend Termination Date to: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Pedestrian Master Plan Phase II: Completion of the Plan

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

Amount \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

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

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

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

Total of Original Contract plus all amendments: \$ _____

City of Santa Fe, New Mexico

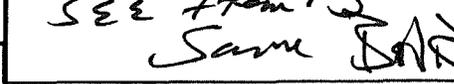
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE	
Housing & Community Development Department/LPR/Section 112				03/20/2014	
ITEM DESCRIPTION	BU / LINE ITEM	←(Finance Dept Use Only)→		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Section 112 - Revenue	21324.490740		(CR)	(216,852)	
Salaries, Wages & Benefits	22305.500110		DR	100,000	
Professional Contracts	22305.510300		DR	153,806	
1/2% GRT Income Fund	32107.700100	2324	(CR)		(36,954)
Section 112	21324.600100	3102	(CR)	(36,954)	

JUSTIFICATION: (use additional page if needed)
 --Attach supporting documentation/memo

TOTAL \$ - \$ (36,954)

Section 112 of the M.P.O.'s have been issued a grant authorization letter from NMDOT in the amount of 216,852 requiring a local match of 36,954 for a total of 253,806 for FFY14. The local match will come in from B.U. 3102.32107.700100 1/2% GRT Income Fund.

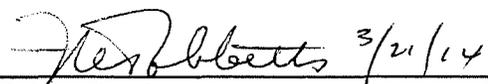
Maria R. Vigil 3/20/14 Prepared By Date  3/21/14 Division Director Date  3/21/14 Department Director Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	 3/21/14 Budget Officer Date SEE FROM #15  Same BAR Finance Director Date City Manager Date
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City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE	
Housing & Community Development/MPO/5303				03/19/2014	
ITEM DESCRIPTION	BU / LINE ITEM	<< (Finance Dept Use Only) >>		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Professional Contracts	22306.510300		(CR)		(9,000)
Office Supplies	22306.530100		DR	1,000	
Software	22306.530600		DR	1,000	
Out-of-State Per Diem	22306.560200		DR	1,000	
Out-of-State Transportation	22306.560500		DR	1,000	
Printing/Publishing	22306.561800		DR	5,000	
JUSTIFICATION: (use additional page if needed)				TOTAL	
--Attach supporting documentation/memo				\$ 9,000	\$ (9,000)

Santa Fe MPO, under the HCDD is contracting w/consultants for the development of a Public Transit Master Plan and Phase II of a Pedestrian Master Plan. In order to accommodate the proposed contracts, we are requesting the Professional Contracts line items be increased as stated.

Maria R. Vigil for Erick Aune 3/20/2014 Prepared By Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	 3/21/14 Budget Officer Date
 3/21/14 Division Director Date		SEE Item #15 Same JNR Finance Director Date
 3/21/14 Department Director Date		City Manager Date



Santa Fe Metropolitan Planning Organization

"Promoting Interconnected Transportation Options"



DATE: May 22, 2013
 TO: ~~Robert Romero, City Manager~~ *Brian Smith 06/05/13 NSK*
 VIA: Nick Schiavo, Acting Director *NSA*
 Housing & Community Development Department
 FROM: Mark Tibbetts, MPO Officer *mt*

ITEM & ISSUE

Professional Services Agreement (PSA) for the 'design office' to assist Santa Fe Metropolitan Planning Organization (MPO) staff in developing the Santa Fe MPO Pedestrian Master Plan.

ACTION RECOMMENDED

Please approve PSA in the amount of \$49,737 inclusive of GRT. Federal planning funds for this project have been allocated in business units 22305-510300 and 22306-510300. Also, please waive the insurance liability requirement as it is not relevant to this project.

BACKGROUND & SUMMARY

The principal for 'design office' is Claudia Horn who will be directly involved in the scope of work defined in the PSA. The 'design office' is a local planning firm whose staff is very familiar with the Santa Fe area and who have developed plans for City parks and trail system projects. Their technical skills in GIS mapping of Santa Fe's sidewalk system and experience in gathering public comment and involvement is the basis for designating 'design office' as sole source provider of this service.

The tasks being undertaken are included in the 2012-2014 Unified Planning Work Program, which has been approved by the MPO Policy Board and the New Mexico Department of Transportation.

Approved

Not Approved

*OK
1/2/13
5/3/13*

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") as fiscal agent for the Santa Fe Metropolitan Planning Organization (the "MPO") and design office (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 work with MPO staff in developing a comprehensive Pedestrian Master Plan and provide the following services for the MPO: [The services are detailed in the attached Project Description and Scope of Services (Exhibit "A") incorporated herein by reference].

A. Project Start-up and Project Management, including: developing a detailed work plan and time line; project management and team meetings.

B. Existing Conditions Mapping, including: existing data collection and review; sidewalk data collection; and, sidewalk data refinement.

C. Public Process, including: a public input survey; and up to seven public meetings.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses 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 forty nine thousand seven hundred thirty seven dollars (\$49,737), inclusive of applicable 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 and approval by the MPO of detailed monthly statements containing a report of services completed. Compensation shall be paid only for services actually performed 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 terminate on June 30, 2014, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 7 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 MPO original copies of all work product, research or papers prepared under this Agreement.

(2) 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.

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 contract.

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:
Metropolitan Planning
Organization (MPO)
P.O. Box 909
Santa Fe, NM 87504

Contractor:
design office
1300 Luisa, Suite 24
Santa Fe NM 87505

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

CITY OF SANTA FE:

Brian K. Snyder
ROBERT ROMERO, Brian K. Snyder
CITY MANAGER

DATE: 06/05/13
~~5-31-13~~

ATTEST:

Yolanda Y. Vigna
YOLANDA Y. VIGNA
CITY CLERK

APPROVED AS TO FORM:

Geno Zamora
GENO ZAMORA, CITY ATTORNEY
5/22/13

APPROVED:

Marcos A. Tapia
MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT

CONTRACTOR:
design office

By: Claudia Meyer Horn
Claudia Meyer Horn
Principal,

CRS # 03114041006
City of Santa Fe Business
Registration # 13-00035831

22305.510300
BUSINESS UNIT/LINE ITEM