

**ACTION SHEET
CITY COUNCIL MEETING OF 08/11/08
ITEM FROM FINANCE COMMITTEE MEETING OF 08/04/08**

ISSUE:

13. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – ON-CALL PLANNING AND ENGINEERING DESIGN SERVICES FOR NON-MOTORIZED TRAILS (RFP #07/26/P); GANNETT FLEMING WEST, INC. (LEROY PACHECO)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of amendment no. 1 to professional services agreement for on-call planning and engineering design services for non-motorized trails (RFP #07/26/P) with Gannett Fleming West, Inc. in the amount of \$200,000 for a total amount of \$500,000. Budget is available in various project funds as needed.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	absent		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ			

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JULY 28, 2008**

ITEM 9

REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GANNETT FLEMING WEST, INC. FOR ON-CALL PLANNING AND ENGINEERING DESIGN SERVICES FOR NON-MOTORIZED TRAILS IN THE AMOUNT OF \$200,000 **(LEROY PACHECO)**

PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

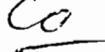
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	EXCUSED		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO	X		

City of Santa Fe, New Mexico

memo

DATE: July 17, 2008

TO: Public Works Committee

VIA: Robert Romero, Public Works Department Director 
Chris Ortega, Engineering Division Director 

FROM: Leroy Pacheco, Engineering Supervisor, Trails 

SUBJECT: Amendment #1 to Professional Services Agreement dated January 31, 2007 (RFP 07/26/P) with Gannett Fleming West, Inc. for an additional \$200,000.00 for a total of \$500,000.00 for On-call Planning and Engineering Design Services for non-motorized trails.

REQUESTED ACTION

Approval to amend the Professional Services Agreement dated January 31, 2007 (RFP 07/26/P) with Gannett Fleming West, Inc. for an additional \$200,000.00 for a total of \$500,000.00 for On-call Planning and Engineering Design Services for non-motorized trails.

BACKGROUND

The City awarded a Professional Services Agreement for an amount not to exceed \$300,000.00 to Gannett Fleming West on January 31, 2007 as a result of Request for Proposals - RFP 07/26/P, for on-call planning and design engineering services for non-motorized trails.

To date Gannett Fleming West, Inc. has worked on the following trail designs, and the value of its work has reached the approved value set by city council in 2007 (amounts below include sales tax).

1. Acequia Trail Alignment Study	\$ 44,618.76
2. Acequia Trail Amendment (Bridge Designs)	\$ 4,982.45
3. Acequia Trail Design	\$116,042.78
4. Rodeo/Arroyo Chamisos Trail Alignment Study	\$ 47,151.39
5. Rodeo/Arroyo Chamisos Trail Design	\$ 90,289.80
6. Gonzales Road Trail Alignment Study	\$ 42,232.09

It is necessary to increase the limit of the contract amount with Gannett Fleming West, Inc. for on-call planning and design services that are currently required or that may be required in the future. For example, the contract proposal to complete the design of the Gonzales Road Trail for an additional \$68,491.30 is pending council approval of this amendment.

Funds for these services have been identified and are budgeted as needed for each individual CIP trail project. Approval of this Amendment does not constitute a promise to purchase any said amount of future work.

**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 January 31, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Gannett Fleming West, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide planning and engineering design services for non-motorized trails 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred thousand dollars (\$200,000) 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 five hundred thousand dollars (\$500,000), inclusive of gross receipts tax in total for the term of this Agreement.

2. 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:

By: _____
DAVID COSS, MAYOR
Date: _____

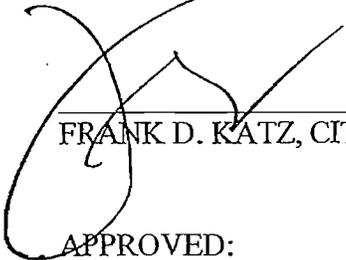
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:

By: _____
MICHAEL MALLOY, PE
President
Date: _____

APPROVED AS TO FORM:



FRANK D. KATZ, CITY ATTORNEY
APPROVED:

CRS# 02-0904-37001
City of Santa Fe Business
Registration #08-00086462

DAVID N. MILLICAN, FINANCE DIRECTOR

ACTION SHEET
CITY COUNCIL MEETING OF 01/31/07
ITEM FROM FINANCE COMMITTEE MEETING OF 01/22/07

ISSUE:

13. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – ON-CALL PLANNING AND ENGINEERING DESIGN SERVICES FOR NON-MOTORIZED TRAILS (RFP #07/26/P); GANNET FLEMING WEST, INC. AND PARSONS BRINCKERHOFF (ANNE MCLALUGHLIN)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT CALENDAR ITEM

Requested approval of professional services agreement for on-call planning and engineering services for non-motorized trails (RFP #07/26/P) with Gannet Fleming West, Inc. and Parsons Brinckerhoff in the amount not to exceed \$300,000. Budget is available in various project funds as needed.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR CALVERT	X		
COUNCILOR ORTIZ	X		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON HELDMEYER			

DISK fc1/fcmissue

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JANUARY 29, 2007**

ITEM 16

REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH PB AMERICAS (PARSONS-BRINCKERHOFF) FOR \$300,000 FOR ON-CALL PLANNING AND ENGINEERING DESIGN SERVICES FOR NON-MOTORIZED TRAILS (ANNE MCLAUGHLIN)

PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR ORTIZ	X		
COUNCILOR CALVERT	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR TRUJILLO	X		

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JANUARY 8, 2007**

ITEM 18

REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GANNETT FLEMING WEST, INC. FOR \$300,000 FOR ON-CALL PLANNING AND ENGINEERING DESIGN SERVICES FOR NON-MOTORIZED TRAILS (ANNE MCLAUGHLIN)

PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR ORTIZ	X		
COUNCILOR CALVERT	X		
COUNCILOR DOMINGUEZ	Excused		
COUNCILOR TRUJILLO	X		

City of Santa Fe, New Mexico

memo

DATE: January 16, 2007

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer *Rn*
Purchasing Division

VIA: Kathryn L. Raveling, Director *KLR*
Finance Department

ISSUE: Award of Request for Proposal # '07/26/P
On-Call Planning & Engineering Design Services For Non-Motorized Trails

SUMMARY:

On December 8, 2006, four proposals were received for the above referenced service as follows:

	Evaluation Score	Local Preference
Gannett Fleming West, Inc., Albuquerque	4310	
Parsons Brinckerhoff, Albuquerque	4090	4417.20
Consensus Planning, Albuquerque	3860	
Design Workshop, Santa Fe	3825	4125.60

The evaluation criteria consisted of cost (20%); project understanding & approach (15%); experience, training & education (15%); past performance (15%); knowledge of local conditions (15%); quality assurance (5%); quality of proposal (10%); and resource availability (5%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Anne McLaughlin and Nestor Martinez, Parks, Eric Martinez, Engineering.

The using department has reviewed the proposals and recommends award to Gannett Fleming West, Inc., Albuquerque and Parsons Brinckerhoff, Albuquerque in the amount of \$300,000.00.

The funding for these services will be budgeted as needed for each individual Capital Improvements Project.

ACTION:

It is requested that this recommendation of award to Gannet Fleming West, Inc., Albuquerque and Parsons Brinckerhoff, Albuquerque in the amount of \$300,000.00 be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

Evaluation Scores
 '07/26/P
On-Call Planning & Engineering Design Services
For Non-Motorized Trails

Written Evaluation Scores

Evaluation Committee	Gannett Fleming West, Inc.	Parsons Brinckerhoff	Consensus Planning	Design Workshop
Robert Rodarte	810	785	740	765
Ben Gurule	810	645	740	710
Anne McLaughlin	915	945	830	810
Eric Martinez	790	805	740	710
Nestor Martinez	985	910	930	825
Total	4310	4090	3980	3820
Local Preference		4417.20		4125.60

City of Santa Fe, New Mexico

memo

DATE: January 10, 2007

TO: Robert Rodarte, Purchasing Officer

FROM: Anne McLaughlin, Open Space and Trails Coordinator AM

ISSUE: Request to Award Professional Services Agreement, RFP # '07/26/P, to Gannett Fleming West, Inc. for \$300,000 for On-Call Planning and Engineering Design Services for Non-Motorized Trails.

SUMMARY:

The City issued a Request for Proposals, RFP No. '07/26/P, for On-Call Planning and Engineering Design Services for Non-Motorized Trails in order to undertake the design of a number of multi-purpose trail projects. The trail projects are funded through a CIP allocation totaling approximately \$1.23 million divided between three Business Units – 32388, 32755 and 32803.

Four firms submitted proposals. Two firms were selected – Gannett Fleming West, Inc. and Parsons Brinkerhoff. Gannett Fleming West is ready to proceed immediately. Contract negotiations are still underway with Parsons Brinkerhoff.

The Public Works Committee recommended approval of the Professional Services Agreement on January 8, 2007.

Budget

Availability of funds for these services will be identified and budgeted, as needed, for each individual Capital Improvements Project. Execution of the Professional Services Agreement does not constitute a promise to purchase any amount of said work.

Committees / City Council Schedule

Public Works, CIP and Land Use Committee:
Finance Committee:
City Council:

January 8, 2007
January 22, 2007
January 31, 2007

January 10, 2007
Memo – Page 2
Purchasing Officer
Re: PSA # '07/26/P

ACTION:

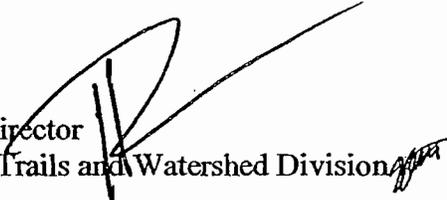
Please recommend to the Finance Committee approval to Award PSA # '07/26/P in the amount of \$300,000 to Gannett Fleming West, Inc. to plan and design public, non-motorized trails for the City of Santa Fe.

City of Santa Fe, New Mexico

memo

DATE: December 29, 2006

TO: Public Works Committee

VIA: Robert Romero, Public Works Director
Fabian Chavez, Director, Parks, Trails and Watershed Division 

FROM: Anne McLaughlin, Open Space and Trails Coordinator *AM*

ITEM AND ISSUE:

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GANNETT FLEMING WEST, INC. FOR \$300,000 FOR ON-CALL PLANNING AND ENGINEERING DESIGN SERVICES FOR NON-MOTORIZED TRAILS

BACKGROUND AND SUMMARY:

The City issued a Request for Proposals, RFP No. '07/26/P, for On-Call Planning and Engineering Design Services for Non-Motorized Trails in order to undertake the design of a number of multi-purpose trail projects. The trail projects are funded through a CIP allocation totaling approximately \$1.23 million divided between three Business Units – 32388, 32755 and 32803.

The purpose of the CIP allocation was to fund various aspects - start-up, survey, design, acquisition and construction - of fourteen projects recommended by the Bicycle and Trails Advisory Committee (BTAC.)

Several trail projects are currently in process under separate contracts. The River Trail between Camino Alire and 599 will soon be in the master planning phase. The Rail Trail at the Railyard Park has been designed and construction will begin in January. Construction may also begin in January on the Rail Trail between Siringo and St. Michael's Drive. Design is currently underway for the portion of the Acequia Trail behind the New Mexico School for the Deaf (NMSD.) The remaining stretch, between the NMSD trail and Otowi Street, will be surveyed under the City's On-Call Survey contract, beginning in January.

The two On-Call Planning and Engineering Design services contracts are intended to carry design activities forward simultaneously on the Acequia Trail, the Richards Avenue/I-25 Trail, the eastern extension of the Arroyo Chamiso Trail connecting to

Museum Hill and the western extension of the Arroyo Chamiso Trail across Rodeo Road connecting to Villa Linda Park, the mall and Nava Ade. Several of these projects have received supplemental funding from the State Legislature and the County's Gross Receipts Tax, in addition to the City's CIP allotment.

The Scope-of-Work will vary by specific work orders crafted for individual projects. The On-Call contract includes: analysis of existing conditions; evaluating alternative potential alignments, widths and paving options; designing for ADA accessibility; public involvement meetings; final design; preparing construction documents and construction management.

Four firms submitted proposals. Two firms were selected – Gannett Fleming West, Inc. and Parsons Brinkerhoff. Gannett Fleming West is ready to proceed immediately. Contract negotiations are still underway with Parsons Brinkerhoff.

RECOMMENDED ACTION:

Approval of the Professional Services On-Call contract for \$300,000 to Gannett Fleming West, Inc. to plan and design public, non-motorized trails for the City of Santa Fe.

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 Gannett Fleming West, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Provide, upon written notice to proceed, planning and engineering design services for non-motorized trails for the City, which meets the criteria described in Exhibit A, attached hereto and made a part hereof.

B. Negotiate with the City a Performance Schedule for each phase of work for each survey and engineering design services for the non-motorized trails project.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, 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 three hundred thousand dollars (\$300,000), inclusive of gross receipts tax in total for the term of this Agreement.

B. The Contractor and the City shall negotiate a fee for each phase of work in accordance with Exhibit B, attached hereto and made a part hereof.

C. 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.

D. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

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, 2010, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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, 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, then 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 Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003, as well as any subsequent changes to the ordinance 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 or other evidence of Contractor's compliance with the provisions of this section 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 of one million dollars (\$1,000,000) per occurrence.

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:
Anne McLaughlin
Parks, Trails &
Watershed Division
Public Works Department
PO Box 909
1142 Siler Rd
Santa Fe, NM 87504-0909

Contractor:
Michael Malloy, PE
Gannett Fleming West, Inc.
2155 Louisiana Blvd. NE
Suite 7000
Albuquerque, NM 87110

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

CITY OF SANTA FE:

David Coss
DAVID COSS, MAYOR

DATE: 2-5-07

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
contg 1/31/07

CONTRACTOR:

APPROVED AS TO FORM:

Frank D. Katz
FRANK D. KATZ, CITY ATTORNEY

By: Michael M. Malloy
MICHAEL MALLOY, PE,
PRESIDENT

CRS # 02-090437-00-1
City of Santa Fe Business
Registration # 06 86462

APPROVED:

Kathryn L. Raveling
KATHRYN L. RAVELING, DIRECTOR
FINANCE DEPARTMENT

EXHIBIT A
SCOPE OF WORK

A. PHASE I - ANALYSIS AND SCHEMATIC ALTERNATIVES

- Propose and implement appropriate level of environmental review for city, state, or federal funded project
- Analyze Existing Conditions, Opportunities & Constraints:
 1. Property Ownership, Public Easements & Rights-of-Way
 2. Topography & Drainage
 3. Road Crossings & Points of Access
 4. Existing Built Environment
 5. Trail Connectivity
 6. Alternative Trail Types, Widths & Paving Treatments
 7. Environmental and Cultural Features
- Public Input Meeting
- Develop Alternative Alignments and Design Concepts
 1. Easement acquisition
 2. Trail width, surface treatment, typical cross sections
 3. Trail heads, bridges, grades, and alignment
 4. Road crossings - intersection layouts, review of signal warrants
 5. Landscaping, signage and historic features
 6. Project scope, costs, and sequencing
- Geotechnical Survey, Soils Report and Pavement Design
- Field Design Review with City, Bicycle and Trails Advisory Committee
- Summary Report

B. PHASE II - PRELIMINARY DESIGN PHASE

- Preliminary Plans and Profiles
- Preliminary Design Report
- Grading Limits
- Preliminary Cross Section Sheets
- Preliminary Structure Plans
- Preliminary Landscaping/Re-Vegetation/Erosion Control Plan
- Preliminary Construction Traffic Control Plan, as applicable
- Plan and Quantity Checking, Preliminary Quantities and Cost Estimate
- Preliminary Construction Staging Recommendations
- Grade and Drain Review with the City, Summary Report
- Final Right-of-Way Maps and Taking Descriptions
- Public Involvement
- Review by Boards and Commissions, Acequia Madre Ditch Association

C. PHASE III - FINAL DESIGN PHASE

- Detailed Construction Plans and Profile Sheets
- Construction Details
- Final Cross Sections
- Permanent Signing and Striping Plan
- Traffic Control and Detour Plan
- Landscaping/Re-Vegetation/Erosion Control Plan
- Final Structural and Drainage Plans
- Final Schedule of Quantities and Cost Estimate
- Consultant Plan Checking and Quantity Verifications
- Bidding Documents
 1. The City will prepare the Project Manual
 2. Consultant to provide bid forms and special specifications
- Plan-in-Hand Review with the City, Summary Report
- Final, Bound, Design Report

D. PHASE IV - CONSTRUCTION MANGEMENT (This phase may be either deleted or revised, at the option of the City at the implementation of construction. It has been the general practice of the Public Works Department to perform construction management with in-house staff if available.)

- Preconstruction Meeting with Contractor, Owner, Utilities
- Contractor Notice to Proceed
- Daily Construction Observation and Diary
- Construction Engineering Basic Services
 1. Review Contractor Material Submittals
 2. General Project Review by Principal Engineer
 3. Verify Structure Drawings
 4. Change Order Review and Preparation
 5. Claims Review, Documentation and Correspondence
 6. Provide As-Constructed Quantities, Prepare Progress Payments
 7. Prepare and Authorize Field Design Adjustments
 8. Project Close-Out, Final Inspection, Punch List
 9. "As-Built" Drawings
 10. One-year Warranty Inspection and Report