

**ACTION SHEET
CITY COUNCIL MEETING OF 10/26/11
ITEM FROM FINANCE COMMITTEE MEETING OF 10/17/11**

ISSUE:

10. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT – DESIGN LANDSCAPE SERVICES FOR SANTA FE COMMUNITY CONVENTION CENTER; DESIGN OFFICE (LEROY PACHECO)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 2 to professional services agreement for design landscape services for Santa Fe Community Convention Center, Design Office in the amount of \$50,000 inclusive of gross receipts tax. Budget is available in Northwest Quadrant fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR ROMERO	excused		
COUNCILOR BUSHEE	X		
COUNCILOR DOMINGUEZ	excused		
CHAIRPERSON ORTIZ	X		

DISK fc1/fcissue

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
TUESDAY, OCTOBER 11, 2011**

ITEM 6

REQUEST FOR APPROVAL OF AMENDMENT NO. 2 WITH DESIGN OFFICE FOR \$50,000 INCLUSIVE OF NMGR AND CONTRACT EXTENSION (LEROY PACHECO)

PUBLIC WORKS COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON DOMINGUEZ			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	X		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO, VICE	X		

City of Santa Fe, New Mexico

memo

October 3, 2011

TO: Public Works Committee

VIA:



Isaac J. Pino, PE, Public Works Department Director

Eric Martinez, PE, Roadway & Trails Engineering Division Director 

FROM: Leroy N. Pacheco, PE, River, Watershed and Trails Section Supervisor 

ITEM AND ISSUE:

Request for Approval of Professional Services Agreement, Amendment #2 –with Design Office for an additional \$50,000.00, including tax

BACKGROUND SUMMARY:

On September 14, 2011 the City Council approved Resolution 2011-46 which adopts the La Tierra Trails (LTT) Master Plan as City Policy. On September 23, 2011 the International Mountain Biking Association selected Santa Fe as the location for its international summit and in anticipation, a number of master plan projects have been prioritized to be completed in fiscal year 2011-12.

The City of Santa Fe currently has an approved contract for professional services with Design Office for a value not to exceed of \$42,965.00 incl. tax. The contract expires on December 31, 2011 and this amendment #2 will amend the scope of design landscape services to include other approved city projects; and the contract amount by an additional \$50,000.00; and extend the term to June 30, 2013. To date the city has contracted under this agreement for landscape design services at the Santa Fe Community Convention Center (SFCCC) for a total of \$42,965.00 as follows:

SFCCC Landscape Services Reference PO 10091226 issued August 2009 for a total of \$40,550.00
SFCCC Landscape Services Reference PO 10097686 issued February 2010 for a total of \$2,415.00

The LTT master plan includes projects to improve signage in La Tierra Trails, and the Santa Fe consulting firm Design Office has submitted a proposal for up to \$19,200 to develop a detailed signage plan (phase 1) for the trails system. Other signage related design landscape services are identified in the LTT master plan including orientation signage; trail maps; regulatory signage; and interpretive signage.

Funds for this work are budgeted and available in business unit/line item 426007.572960.0108400

RECOMMENDED ACTION:

Public Works Department recommends approval of this amendment #2 to the existing professional services agreement with Design Office in the amount of \$50,000.00, including NMGRT; and contract term extension to June 30, 2013.

cc: David Pfeiffer, Community Facilities Division Director

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated July 10, 2009 (the "Agreement"), between the City of Santa Fe (the "City") 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 design landscape services to the City.

B. Pursuant to Article 18 of the Agreement, as amended, 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 WORK.

Article 1 of the Agreement is amended to include additional design services so that Article 1 now reads in its entirety as follows:

Design landscape services for the Santa Fe Community Convention Center and other approved city projects including, but not limited to the following: schematic design, construction documents, construction oversight and 11-month warranty inspection and additional electric engineering consultant services and survey consultant services.

2. COMPENSATION.

Article 3 paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty thousand dollars (\$50,000.00) so that Article 3, paragraph

A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for services rendered, a sum not to exceed ninety two thousand, nine hundred and sixty five dollars (\$92,965.00) inclusive of applicable gross receipts tax and for approved reimbursable expenses for the term of this Agreement, at the following rates:

- \$100.00 per hour to Principal Contractor
- \$ 80.00 per hour to Designer/Project Manager
- \$ 55.00 per hour to Designer Support Staff
- \$ 45.00 per hour to Administration staff
- \$2,300.00 for approved reimbursable expenses

Article 3, paragraph C of the Agreement is amended in its entirety as follows:

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

3. TERM.

Article 5 of the Agreement is 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 the Contractor, whichever occurs last, and shall terminate on June 30, 2013, 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. 2 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:
Design Office

APPROVED AS TO FORM:

Claudia Horn, Owner
Date: _____



GENO ZAMORA, CITY ATTORNEY
9/27/11

APPROVED:

DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

Business Unit/Line Item: Various



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reynolds Insurance 200 W. DeVargas St., Ste. 8 Santa Fe NM 87501	CONTACT NAME: Maria Garcia PHONE (A/C No. Ext): (505) 467-6213 FAX (A/C. No.): (505) 983-9145 E-MAIL ADDRESS: mgarcia@reynoldsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Design Office, LLC 1300 Luisa St. #24 Santa Fe NM 87505	INSURER A Hartford Casualty Ins Co NAIC # 29424	
	INSURER B National Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:CH/AI** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			34SBVQ9920	4/30/2011	4/30/2012	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY Claims Made - \$5,000 ded			34KDGNO5116	7/30/2011	7/30/2012	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Southwest Activity Node Park Master Plan - CIP Project No. #474B

CERTIFICATE HOLDER City of Santa Fe Facilities Division Mary MacDonald 2651 Siringo Rd., Bldg E Santa Fe, NM 87505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jake Rodar/MAG



**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 | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Design Office

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$40,550.00

Termination Date: December 31, 2011

Approved by Council Date: July 10, 2009
 or by City Manager Date: _____

Contract is for: landscape design services at SFCCC

Amendment # 2 to the Original Contract# 09-0571

Increase/(Decrease) Amount \$ 50,000

Extend Termination Date to: June 30, 2013

Approved by Council Date: pending
 or by City Manager Date: _____

Amendment is for: _____

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

Amount \$ 40,550.00 of original Contract# 09-0571 Termination Date: 12/31/2011

Reason: Landscape design services at SFCCC

Amount \$ 2,415.00 amendment # 1 Termination Date: 12/31/2011

Reason: additional electrical engineering and survey

Amount \$ 50,000.00 amendment # 2 Termination Date: 06/30/2013

Reason: Landscape design services at La Tierra Trails

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$92,965.00



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

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

RFP RFQ Sole Source Other

6 **Procurement History:** 2nd of 4 year contract

example: (First year of 4 year contract)

7 **Funding Source:** various

BU/Line Item: 52110 & 426007 / 572960

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:** Leroy N. Pacheco, PE

Phone # 955-6853

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez

Department Director: Isaac J. Pino, PE

10 **Certificate of Insurance attached.** (if original Contract)



11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** By separating the work from the Wilson & Co. On-call

the city is able to save on that overhead and subcontractor mark up fees (at least 10-15% savings)

12 **Prior year's contract amount?:** zero

13 **Describe service impact from an ongoing commitment to the contractor:** local business

with an extensive familiarity with the La Tierra Trails master plan

14 **Why staff cannot perform the work?:** specialized design services not currently in-house

15 **if extending contract, why?:** efficiency of contract execution

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes, Design Office is Santa Fe based and woman owned firm

Yes, Design Office is Santa Fe based and woman owned firm

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes

18 **Is this for City Manager or Council approval?:** City Council

To be recorded by City Clerk:

Contract # _____

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



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

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

ITEM # 09-1235

**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 July 10, 2009 (the "Agreement"), between the City of Santa Fe (the "City") and Design Office (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 engineering 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 is amended to include additional services so that Article 1 now reads in its entirety as follows:

Design landscape services for the Santa Fe Community Convention Center including, but not limited to the following: schematic design, construction documents, construction oversight and 11-month warranty inspection and additional electrical engineering consultant services and survey consultant services.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two thousand four hundred fifteen dollars (\$2,415.00), 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 forty two thousand nine hundred sixty five dollars (\$42,965.00), inclusive of applicable gross receipts tax and reimbursable expenses for the term of this Agreement.

Article 3, paragraph C is amended in its entirety so that Article 3, paragraph C now reads in its entirety as follows:

C. Payments for services shall be made monthly in proportion to services performed so that the compensation at the completion of each percent completion of the project, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Initial Scope of Services		\$40,550.00
Amendment #1 – additional consultant fees		\$ 2,415.00
TOTAL COMPENSATION	(100%)	<u>\$42,965.00</u>

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment No. 1, 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 date set forth below.

CITY OF SANTA FE:

Galen Buller
GALEN BULLER, CITY MANAGER

DATE: 12/22/09

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

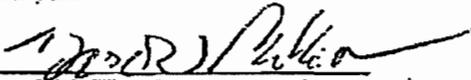
APPROVED AS TO FORM:

Frank D. Katz
FRANK D. KATZ, CITY ATTORNEY

CONTRACTOR:
DESIGN OFFICE

By: O.M. Horn
(Name & Title)

APPROVED:


DAVID N. MILLICAN, DIRECTOR
FINANCE DEPARTMENT

CRS #03 114041 006

City of Santa Fe Business
Registration #09 35831

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 Design Office (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 design for the City as follows:

Design landscape services for the Santa Fe Community Convention Center including, but not limited to the following: schematic design, construction documents, construction oversight and 11-month warranty inspection.

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, sum not to exceed forty thousand five hundred fifty dollars (\$40,550), inclusive of applicable gross receipts taxes and for reimbursable

expenses, approved by the City, for the term of this Agreement. Payment shall be made at a rate as follows:

- \$ 110.00 per hour to Principal Contractor
- \$ 75.00 per hour to Designer/Project Manager
- \$ 55.00 per hour to Designer Support Staff
- \$ 45.00 per hour to Administration staff
- \$1,800.00 for approved reimbursable expenses

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 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 December 31, 2011, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon seven (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 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, 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 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 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:
Public Works Department
Engineering Division
ATTN: Chip Lilienthal
PO Box 909
Santa Fe, NM 87504

Contractor:
Design Office
1300 Luisa, Suite 24
Santa Fe, New Mexico 87505

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

CITY OF SANTA FE:

David Coos
DAVID COSS, MAYOR

DATE: 7/10/09

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK *certified 7-8-09*

APPROVED AS TO FORM:

Frank D. Katz
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

David N. Millican
DAVID N. MILLICAN, DIRECTOR
FINANCE DEPARTMENT

CONTRACTOR:
Design Office

By: Claudia Meyer Horn
(Name & Title) *principal*

CRS # 03 114041 006

City of Santa Fe Business
Registration # 09-35831

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2009

PRODUCER (505)983-4353 FAX: (505)983-9145
 Reynolds Insurance
 200 W. DeVargas St., Ste. 8
 Santa Fe NM 87501

INSURED
 Design Office, LLC
 1300 Luisa St. #24
 Santa Fe NM 87505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADPL LTR) INSRID	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	348BAV09920	4/30/2009	4/30/2010	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- SECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Errors & Omissions Liability	34KDG05115	7/30/2008	7/30/2009	Per Claim: \$1,000,000 Ann. Aggregate: \$1,000,000 Retention Limit: \$5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 The certificate holder is named as an Additional Insured as respects to project: Landscape Design Services for Santa Fe Community Convention Center, GL Only.

CERTIFICATE HOLDER

City of Santa Fe
 Engineering Division
 120 S. Federal Place, 3rd Flr.
 Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

12.September.2011

Mr. Leroy Pacheco, PE
City of Santa Fe Engineering Division
120 Federal Place
Santa Fe, NM 87504-0909

RE: La Tierra Trails – Signage Plan

Dear Mr. Pacheco,

We are pleased to submit this proposal for the La Tierra Trails in Santa Fe, NM. The scope of services for the Phase 1 Signage Plan for La Tierra Trails outlined below reflects information presented to the public as part of the implementation of the master plan and suggestions from our recent conversations. Please review the following information and provide any additional feedback. We look forward to proceeding with the design and implementation of this project to provide orientation and clarity to users of the La Tierra Trail system.

SCOPE OF SERVICES

TASK 1: SIGNAGE PLAN – PHASE 1

Based on the La Tierra Trails – Trails Master Plan proposed implementation plan, design office will develop a Phase 1 signage plan for implementation in Fall 2011. The purpose of this effort is to provide a signage design and oversee the implementation of the first phase of trail identification and wayfinding signage to communicate the existing internal trail system as depicted in the LTT Master Plan.

A. Project Management

Design office will conduct regular meetings with the City's Project Manager and the Team to keep the process and schedule flowing smoothly.

B. Signage Plan – Phase 1

The first activity of the Phase 1 Signage Plan for LTT is to determine the signs needed to communicate the trail network and provide base level wayfinding for Phase 1. The Phase 1 system would include trail markers, regulatory signs, and orientation maps as determined by the design team and City Project Manager. Prepare a Phase 1 detailed sign plan with sign types and locations, details of installation and graphics for each sign.

C. Signage Production Oversight

Review final proofs of signs and sign elements by printer prior to final printing. Coordinate final sign order with printer and installer.

D. Sign Locations

Conduct a pre-construction meeting with the sign installer. Field identify final sign locations and orientation; mark locations for installer. Initial estimates indicate ca. 120 sign locations for Phase 1. Review key sign locations in field with trail users. Make adjustments to locations and/or information based on input.

E. Construction Observation / Project Close-out

Provide construction observation services during construction to ensure installation occurs according to plans and specifications. Upon completion of installation, conduct an inspection and issue a punch list. Follow-up on punch list items and conduct a final inspection. Conduct an 11 month warranty walk-through with punch list and follow-up on outstanding items. Provide as-built signage plans with existing sign inventory database.

Task 1 Deliverables:

- *Site Signage – Phase 1, plan and details*
- *Final Inspection Punch Lists*
- *11 month warranty Punch List*
- *As Built Plans w/ Sign Inventory Database*

PROJECT TEAM

Signage Graphics / Planning / Public Facilitation
design office – Claudia Meyer Horn

Claudia will serve as the local project manager, designer, and lead facilitator for the La Tierra Trails Signage project. She will have primary responsibility for the overall content and quality of the work prepared by design office. Her responsibilities will include leading the design effort for the project to meet the client's goals and objectives, providing public facilitation services, and overseeing the construction documentation and installation process.

SCHEDULE

Design office is prepared to begin work immediately upon receipt of a Purchase Order from the City of Santa Fe. The design and implementation schedule and will be confirmed with the client on a task by task basis, with the following target end date outlined below. Adjustments to the schedule will be made to accommodate client review, fabrication, and installation schedules.

Task 1: Signage - Phase 1

Fall 2011

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 a percent complete basis. Any applicable taxes or fees (local, state, or federal) based on gross receipts are assumed to be included in the prime contract with the owner. Expenses (printing, etc.) will be billed at cost not to exceed \$500. Estimated fees are below:

<u>Task 1: Signage Phase 1</u>	\$ 18,700
<u>Subtotal Professional Fees (labor only)</u>	\$ 18,700
<u>Expenses (printing / travel) – not to exceed</u>	\$ 500
Total	\$ 19,200

Additional Services

In order to complete the signage package as outlined in the La Tierra Trails Master Plan, it is anticipated the following tasks are needed. While some of these tasks can be contracted independently, some are contingent upon the completion of other tasks.

- 1. Wilderness Trail Branding** ca. \$2,000
In keeping with some of the city's existing trail identification systems, a logo will be developed for the La Tierra Trail system for use on all major trailhead signs, wilderness trail maps, and other marketing materials.
- 2. Signage Plan – Phase 2** ca. \$11,250
The Phase 2 signage plan consists of designing and coordinating the production of the remaining orientation and wayfinding signage for the La Tierra Trails system as outlined in the La Tierra Trails – Schematic Signage Plan. This would include the primary and secondary trailhead kiosk signs, orientation map signs and the remaining signs not installed as part of the Phase 1 effort. It is assumed that the final trails map will reflect the existing trails and new trail alignments under construction to complete the system.
- 3. Trail Map** ca. \$9,350
In order to navigate to and around the La Tierra Trails system, design office will prepare a trail map (print version and on-line downloadable version) based on the approved La Tierra Trails – Trail Master Plan. Trail map content will be reviewed by a select focus group of trail users and community members to evaluate the legibility and content of the map. Scope of work includes graphic preparation, coordination with printer, review of proofs, and general project management.
- 4. Technical Park Area Signage** ca. \$12,900
In order to communicate necessary information at the three technical park areas outlined in the La Tierra Trails – Trail Master Plan, design office will provide design and coordination for signage to be placed in the technical areas as they are scoped and planned. This scope encompasses the

primary entry kiosk signs for each technical area to cover the required regulatory, wayfinding, and informational signs needed. Regulatory signs for these areas would be reviewed by the City's legal department. It is assumed that the internal design and perimeter enclosure design for the technical areas will be accomplished under a separate contract in coordination with the signage effort.

5. **LTT – Multi-Use Trail Alignment**
In order to complete tasks 2 and 3 above, the alignment of the multi-use trail should be identified. Planning, facilitation, and landscape work to finalize this alignment can be done in cooperation with the engineer and trail contractor.
6. **LTT – Technical Park Area Planning**
Planning and layouts for each technical park should be accomplished prior to producing detailed area signs for each technical park area as outlined in task 4. Working with previously established focus group members and selected design professionals, designs for these areas can be proposed and finalized for phased installation. Sign content will reflect existing conditions and outline areas of future improvements.

CONDITIONS AND EXCLUSIONS

The client shall provide the following information or services as required for performance of the work. Design office assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein.

In order to begin work, we will require the following information:

Design office will provide the scope of services described above based on the following explicit assumptions. Should the project assumptions be different than actual project needs, design office may negotiate a change in either scope or fee with the Client.

1. **Plan Changes**
It is assumed that the trail system will be undergoing design and construction during and after the Phase 1 Signage is implemented. Modifications may need to be made to some signs and/or sign locations to match as-built conditions. Trailhead signs, technical park signs, and kiosk signs will be executed under a separate contract
2. **Translator**
For those signs needing information in English and Spanish, it is assumed that the City of Santa Fe has someone on staff who can serve as the translator for Spanish text that has been provided in English for the signs.
3. **Archaeological Data and Review**
The scope of work does not include additional archaeological site mapping or review beyond what has already been completed by the City of Santa Fe.

design office building . landscape . urbanism
1300 Luisa, Suite 24 Santa Fe, NM 87505 T 505.983.1415

4. Environmental Review

The scope of work includes a general review of wildlife and environmental systems and does not include NEPA level planning and permitting.

Please call me at 505.983.1415 if you have any questions or comments regarding this proposal. Thank you for your consideration of our services on this important project. We look forward to finalizing the scope and fee in order to begin implementing this for use and enjoyment by the citizens of Santa Fe.

Sincerely,



Claudia Meyer Horn, ASLA, LEED AP
Principal, design office

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____



Santa Fe to Host 2012 IMBA World Mountain Biking Summit

For Immediate Release 9-23-2011

Contact Mark Eller
IMBA Communications Director
markeller@imba.com (<mailto:markeller@imba.com>)
303-545-9011 ext. 115

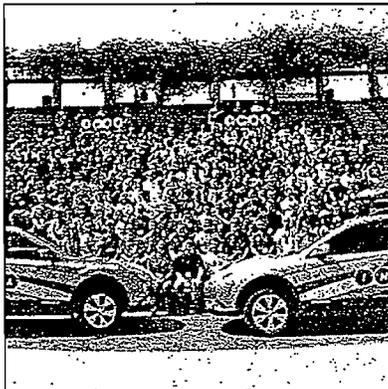
The International Mountain Bicycling Association (IMBA) has announced that Santa Fe, New Mexico, will host the 2012 IMBA World Summit. The gathering will be held Oct. 10-13, with pre-conference activities on 10-8 and 10-9. Excitement is already high, as reported in the [Santa Fe New Mexican](http://www.santafenewmexican.com/Local%20News/City-finishes-first-in-race-for-bike-event) (<http://www.santafenewmexican.com/Local%20News/City-finishes-first-in-race-for-bike-event>) last week.

"We're thrilled to hold our next world summit in Santa Fe," said IMBA Executive Director Mike Van Abel. "The city offers vibrant culture, top-shelf food and accommodations and more. But more importantly to our crowd there's also a fantastic array of mountain bike trails in and around the city. We're holding the event in prime riding season, and our very successful local IMBA chapter, the [Santa Fe Fat Tire Society](http://santafefattiresociety.org) (<http://santafefattiresociety.org>) will do a fantastic job arranging riding opportunities for all of the attendees."

The event, expected to draw hundreds of enthusiasts, advocates, and leaders of local and regional mountain bike organizations from throughout the world, is open to the public. IMBA summits provide unparalleled learning opportunities: Topics will include strategies for building top-shelf bicycling facilities, balancing recreation and land conservation, developing mountain bike tourism, and attracting youth and other new riders to IMBA's global network of more than 600 chapters, clubs and bike patrols.

IMBA World Summits are held every even-numbered year. The most recent was held in Augusta, Georgia, in 2010. Previous summit locations include Moab, Utah; Park City, Utah; and Whistler, British Columbia. Summit delegates typically include mountain bike enthusiasts, members of the bicycle industry, government agency staff, professional and volunteer trailbuilders, and media from around the globe.

Sponsorship inquiries should be directed to Development Director [Rich Cook](mailto:rich.cook@imba.com) (<mailto:rich.cook@imba.com>).



1 between the Northwest Quadrant trail system, and the surrounding neighborhoods; and

2 **WHEREAS**, the City of Santa Fe, in cooperation with the Santa Fe Public Schools and
3 other proximate private property owners, has conducted an extensive community-oriented public
4 process, for developing a trails master plan for the La Tierra Trails system; and

5 **WHEREAS**, the La Tierra Trails system is located on 1,500 acres of public land in the
6 Northwest Quadrant of Santa Fe just three miles northwest of the Plaza and close to many Santa
7 Fe residential neighborhoods as depicted in Exhibit A, attached hereto; and

8 **WHEREAS**, the La Tierra Trails area provides a network of trails for at least five
9 distinct user groups (hiker/trail runners, mountain bikers, equestrians, BMX/dirt jumpers,
10 ATV/MX riders) who were identified and who share the area as depicted in Exhibit B, attached
11 hereto; and

12 **WHEREAS**, the La Tierra Trails Master Plan will formalize the 25+ miles of trails into a
13 cohesive trail system with three distinct technical areas and guide the development of the trails
14 and open space areas; and

15 **WHEREAS**, the La Tierra Trails Master Plan includes additions or modifications to
16 existing internal trails, trailheads, and access points and also identifies future connections to local
17 and regional trails as depicted in Exhibit C, attached hereto; and

18 **WHEREAS**, with the exception of a designated ATV/BMX Park located in the
19 southwest corner of the site, the remainder of the La Tierra Trails system will prohibit
20 recreational motorized vehicles and use of the recreational area will be in accordance with
21 existing city code with respect to parks and open space; and

22 **WHEREAS**, the La Tierra Trails Master Plan has identified a prioritized list of projects
23 for development of the trails into a cohesive network as described in Exhibit D, attached hereto.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
25 **CITY OF SANTA FE** that the La Tierra Trails Master Plan is approved and adopted as City

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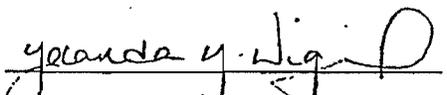
policy for use by the City as a guide for development of City wilderness trails and open space in the Northwest Quadrant.

PASSED, APPROVED, and ADOPTED this 14th day of September, 2011.



ATTEST:

DAVID COSS, MAYOR

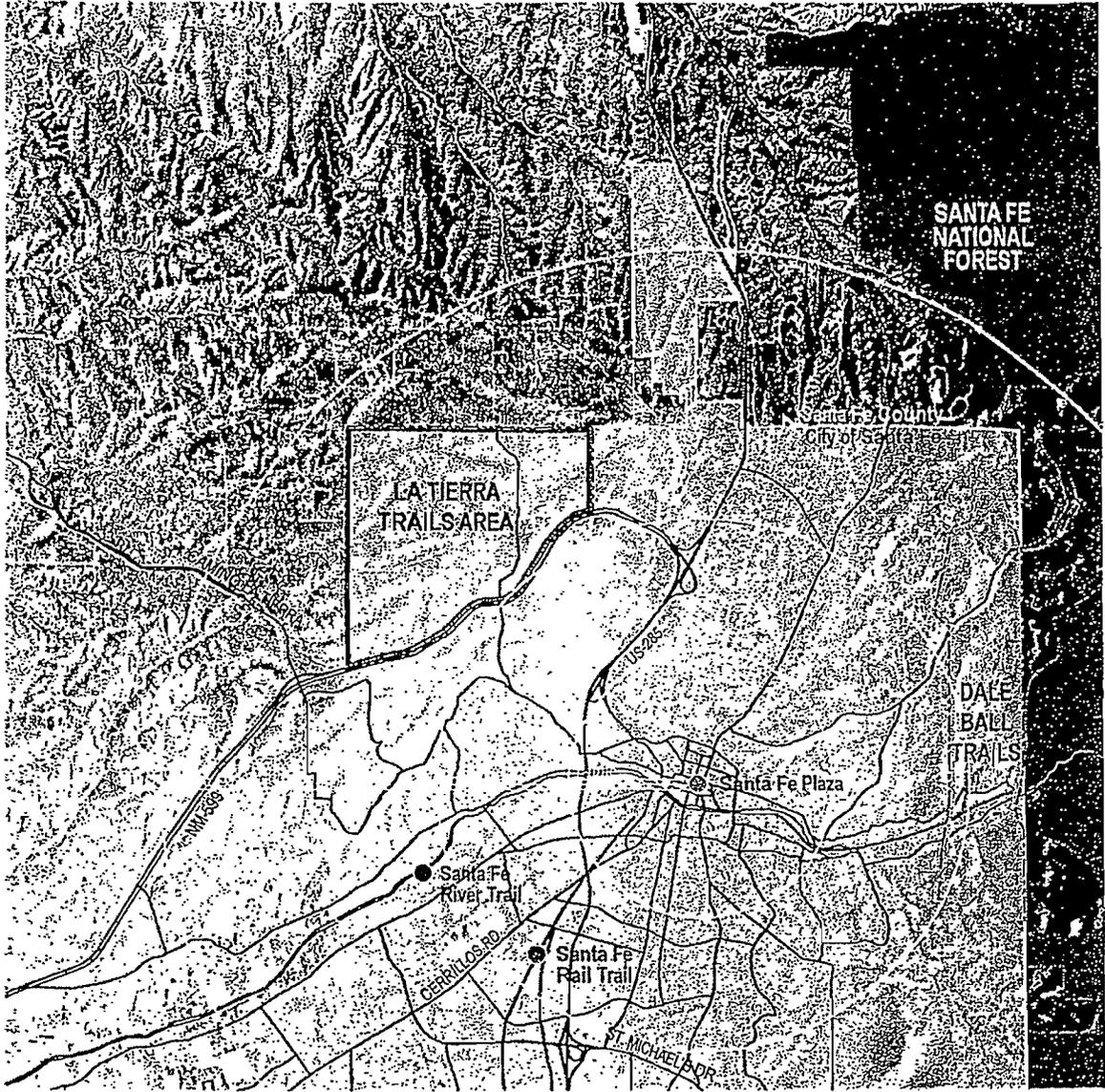


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY



LEGEND

- La Tierra Trails Area
- City of Santa Fe
- Highway
- 1500 foot contour interval



ANALYSIS MAPS

design office • design help trail contractors, inc. • wilson kempner

REGIONAL CONTEXT MAP

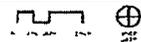


EXHIBIT A

