

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Morrow Reardon Wilkinson Miller, LTD**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work: Landscape Architecture and attendant design services for the rehabilitation and further development of the Municipal Recreation Complex's Soccer Valley. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **Morrow Reardon Wilkinson Miller, LTD** to include the following, but is not necessarily inclusive to the following: Landscape Architecture Design.

2. Compensation.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Landscape Architecture Design Services Not To Exceed		\$99,422.00

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$107,810.73). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be

deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on 6/30/2021 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the

Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental

handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage

provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified,

return receipt requested, postage prepaid, as follows:

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
(505) 955-5933

To Contractor:
Greg Miller, Principal
Morrow Rearden Wilkinson Miller, LTD
210 La Veta Drive NE
Albuquerque, New Mexico 87108
(505) 268-2266

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.


B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

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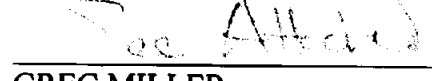
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER
MAYOR

DATE: 1/16/2020

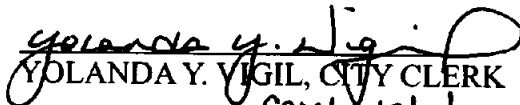
CONTRACTOR:


GREG MILLER
PRINCIPAL MRWM

DATE: _____

CRS#01-164461-003
Registration #19-33324

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
ccmtg 12/11/19

APPROVED AS TO FORM:

 9/19/17
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:


MARY MCCOY
FINANCE DIRECTOR

Object and Org: 5300279.572960

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

DATE: _____

CONTRACTOR:



GREG MILLER
PRINCIPAL MRWM

DATE: 12/19/2019

CRS#01-164461-003
Registration #19-33324

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 9/19/17

ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Object and Org: 5300279.572960

September 6, 2019



Ms. Jennifer Romero
Santa Fe Municipal Recreation Complex
Santa Fe Parks and Recreation
1142 Siler Road
Santa Fe, NM 87507

EXHIBIT A

Re: Landscape Architectural consultation for; Santa Fe Municipal Recreation Complex

Ms. Romero:

It was a pleasure to meet with you, and the other representatives from the City and soccer leagues to discuss play renovations at the MRC. It is my understanding that the several aspects of the MRC are being prioritized for renovation or further development. This proposal is structured as four components as discussed in the meeting and described below. It is our understanding that SFPS wishes to use CES as the contracting method for this work. All hourly billing rates listed below are our billable rates for our CES contract (#19-01B-C108-ALL). MRWM is very pleased to offer you the following services for the project:

SERVICES

I. Plan Development and Project Review

Review previous design plans, record drawings for construction, the adopted master plan and set up base files for the renovations and further site development. This phase of the project will prepare base files from documentation of the existing complex. We anticipate compiling plans from several source documents to establish relatively accurate base plans. We will review the existing site features to resolve any discrepancies between other plans and assess the condition of existing features. (\$8,828.00 plus tax)

Item 1 tasks:

- Prepare base files from aerial photography and record drawings provided by SF MRC.
- Perform detailed site reviews and analysis of the existing conditions of the complex.
- Conduct a kick-off meeting with the entire committee of users, including representatives from the SFRC soccer community, and City staff to review priorities for development and renovation and prepare preliminary designation of areas to be addressed. This will allow us to prepare preliminary cost estimates to further refine the scope of the remainder of the work.
- Refine scope of design work based upon preliminary cost estimates prioritizing work as follows: rehabilitation of fields 3 – 5 to improve playability, seasonal maintenance recommendations to help maintain playability on all five fields, irrigation improvements, field lighting and finally parking and circulation improvements.
- Prepare a summary report with recommendations for further development of schematic designs.

Hourly breakdown by employee classification for Item 1 tasks:

- Principal Landscape Architect – 24 hours at \$147.00 - \$ 3,528.00
- Senior Landscape Architect – 30 hours at \$130.00 - \$3,900.00
- Landscape Designer – 20 hours at \$70.00 - \$ 1,400.00

II. Field Rehabilitation Design

The provision of drainage improvements, field rehabilitation and maintenance design. This portion of the scope of work will address the rehabilitation of fields 3, 4 and 5 to improve playability; the creation of a seasonal maintenance regime to insure long term playability of all five fields; and, mitigation of the drainage issues on and around all five fields. (\$15,190.00 plus tax)

Item 2 tasks:

- Conduct a full field review of the existing drainage system and field conditions to identify problems and renovation needs.
- Prepare schematic design plans demonstrating options for drainage design and field renovation.
- Prepare a preliminary cost estimates for various options for the development drainage improvements and field renovation.
- Review the schematic designs with City Staff and committee, including representatives from the SFRC soccer community, to confirm the scope of the development.
- Prepare design development and construction documents for the approved scope. Submittals will be made to the City at 65%, 90%, and 100% completion stages.
- Prepare cost estimates corresponding to the submittal stages.
- It is anticipated that this work will be constructed by a contractor through a CES contract. We will review plans with the selected contractor and review pricing.
- Provide construction phase services during the construction of the irrigation renovations. We anticipate attending a pre-construction meeting, 5 progress reviews, a substantial completion review, and a final acceptance review. We will also review contractor submittals, requests for information, and prepare any supplemental information and/or change orders that may be necessary.
- Prepare record drawings reflecting the as-built conditions.
- Provide cost estimates from professional cost estimator.

Hourly breakdown by employee classification for Item 2 tasks:

- Principal Landscape Architect – 30 hours at \$147.00 - \$ 4,410.00
- Senior Landscape Architect – 40 hours at \$130.00 - \$5,200.00
- Landscape Designer – 60 hours at \$70.00 - \$ 4,200.00
- Cost Estimator – 12 hours at \$115.00 - \$1,380.00

III. Irrigation Rehabilitation Design

The provision of irrigation condition review and preparation of renovation construction documents. This phase will address the renovation of the irrigation system, with a focus on fields 1 and 3 through 5 extending to the remaining field depending on available funding. The primary issues with the existing system includes issues with at the pump station in the supply pond, poor wiring between the controller and valves in field 1, sprinkler head height and distribution. (\$29,580.00 plus tax)

Item 3 tasks:

- Conduct a full field review of the existing system to identify problems.
- Update base plans to accurately reflect the condition of the existing system.
- Prepare schematic design plans demonstrating the proposed scope of the irrigation renovation.
- Prepare a preliminary cost estimate for the renovation scope.
- Review the schematic design with City Staff and committee, including representatives from the SFRC soccer community, to confirm the scope of the renovation.
- Prepare design development and construction documents for the approved renovation scope. Submittals will be made to the City at 65%, 90%, and 100% completion stages.

- Prepare cost estimates corresponding to the submittal stages.
- It is anticipated that this work will be constructed by a contractor through a CES contract. We will review plans with the selected contractor and review pricing.
- Provide construction phase services during the construction of the irrigation renovations. We anticipate attending a pre-construction meeting, 5 progress reviews, a substantial completion review, and a final acceptance review. We will also review contractor
- submittals, requests for information, and prepare any supplemental information and/or change orders that may be necessary.
- Prepare record drawings reflecting the as-built conditions.
- Provide cost estimates from professional cost estimator.

Hourly breakdown by employee classification for Item 3 tasks:

- Principal Landscape Architect – 40 hours at \$147.00 - \$ 5,880.00
- Senior Landscape Architect – 100 hours at \$130.00 - \$13,000.00
- Landscape Designer – 120 hours at \$70.00 - \$ 8,400.00
- Cost Estimator – 20 hours at \$115.00 - \$2,300.00

IV. Field Lighting Design

The provision of electrical plans for the design of field lighting for two fields. This phase addresses the priority to add field lighting to one or two fields depending on available funds. The electrical service will be designed to accommodate future lighting on other fields. (\$21,164.00 plus tax)

Item 4 tasks:

- Conduct a field review of the existing electric service to determine requirements for expansion of the system.
- Prepare a schematic layout plan demonstrating proposed pole locations and light coverage.
- Prepare a preliminary cost estimate for the field lighting and service upgrades.
- Review the schematic design with City Staff and committee, including representatives from the SFRC soccer community, to confirm the scope of the renovation.
- Prepare design development and construction documents for the approved renovation scope. Submittals will be made to the City at 65%, 90%, and 100% completion stages.
- Prepare cost estimates corresponding to the submittal stages.
- It is anticipated that this work will be constructed by a contractor through a CES contract. We will review plans with the selected contractor and review pricing.
- Provide construction phase services during the construction of the irrigation renovations. We anticipate attending a pre-construction meeting, 2 progress reviews, a substantial completion review, and a final acceptance review. We will also review contractor submittals, requests for information, and prepare any supplemental information and/or change orders that may be necessary.
- Prepare record drawings reflecting the as-built conditions.
- Provide cost estimates from professional cost estimator.

Hourly breakdown by employee classification for Item 4 tasks:

- Principal Landscape Architect – 12 hours at \$147.00 - \$ 1,764.00
- Senior Landscape Architect – 20 hours at \$130.00 - \$2,600.00
- Electrical Engineer – \$ 8,500.00
- Structural Engineering - \$6,000.00
- Cost Estimator – 20 hours at \$115.00 - \$2,300.00

V. Parking and Circulation Design

The provision of parking lot and circulation design. This phase addresses the priority to add parking in the location of the current BMX pump track and resolve existing issues with pedestrian and vehicular circulation. (\$24,660.00 plus tax)

Item 5 tasks:

- Conduct a full field review of the existing system and field conditions to identify problems and renovation needs.
- Prepare schematic design plans demonstrating options for parking and circulation design, and field renovation.
- Prepare a preliminary cost estimates for various options for the development of parking, circulation, and field renovation.
- Review the schematic designs with City Staff and committee, including representatives from the SFRC soccer community, to confirm the scope of the development.
- Prepare design development and construction documents for the approved renovation scope. Submittals will be made to the City at 65%, 90%, and 100% completion stages.
- Prepare cost estimates corresponding to the submittal stages.
- It is anticipated that this work will be constructed by a contractor through a CES contract. We will review plans with the selected contractor and review pricing.
- Provide construction phase services during the construction of the irrigation renovations. We anticipate attending a pre-construction meeting, 5 progress reviews, a substantial completion review, and a final acceptance review. We will also review contractor submittals, requests for information, and prepare any supplemental information and/or change orders that may be necessary.
- Prepare record drawings reflecting the as-built conditions.
- Provide cost estimates from professional cost estimator.

Hourly breakdown by employee classification for Item 5 tasks:

- Principal Landscape Architect – 40 hours at \$147.00 - \$ 5,880.00
- Senior Landscape Architect – 80 hours at \$130.00 - \$10,400.00
- Landscape Designer – 100 hours at \$70.00 - \$ 7,000.00
- Cost Estimator – 12 hours at \$115.00 - \$1,380.00

We would propose hourly not-to-exceed fees for the work as detailed in the consultant agreement with CES. These fees will be payable upon presentation of a monthly statement (for the percentage of completion of the tasks noted above) as design progresses.

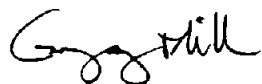
- a. For items 1-5 above: an hourly not-to-exceed amount of \$99,422.00 plus tax

It is our understanding that the budget for the project is \$1,000,000.00. The proposed fee is 9.9% of the construction budget.

If the overall scope of work were to change substantially for the project (i.e., by more than 10%), we would appreciate your consideration of a renegotiation of our fee. Please let us know if these terms meet with your approval.

Thank you again for thinking of us for this exciting project for the Santa Fe Municipal Recreation Complex. We will enjoy consulting with you Department in the months to come.

Yours truly,
MORROW REARDON WILKINSON MILLER, LTD.

A handwritten signature in black ink, appearing to read "Greg Miller". The signature is fluid and cursive, with the first name "Greg" and last name "Miller" clearly distinguishable.

Gregory A. Miller, FASLA
Principal Landscape Architect