



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 05/13/15  
ITEM FROM FINANCE COMMITTEE MEETING OF 05/04/15**

**ISSUE:**

6. Request for Approval of Professional Services Agreement – Funding of Railyard’s Events and Marketing for Fiscal Year 2015/16; Santa Fe Railyard Community Corporation. (Robert Siqueiros)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of professional services agreement for funding of Railyard’s events and marketing for Fiscal Year 2015/16 with Santa Fe Railyard Community Corporation in the amount of \$49,500.

**FUNDING SOURCE: 52851.510300**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, APRIL 27, 2015**

**ITEM 6**

REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION (SFRCC) TO FUND THE RAILYARD EVENTS MARKETING, PLAZA STAGE, SOUND AND LIGHTING EQUIPMENT AND DIGITAL MOVIE PROJECTION RENTAL IN THE AMOUNT OF \$49,500 **(ROBERT SIQUEIROS)**

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**FUNDING SOURCE: 52851.510300**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
<b>CHAIRPERSON TRUJILLO</b>			
<b>COUNCILOR BUSHEE</b>	<b>X</b>		
<b>COUNCILOR DIMAS</b>	<b>X</b>		
<b>COUNCILOR DOMINGUEZ</b>	<b>X</b>		
<b>COUNCILOR RIVERA</b>	<b>X</b>		

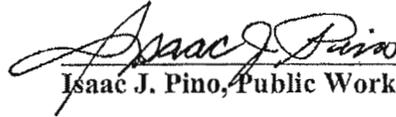
# City of Santa Fe, New Mexico

# memo

**DATE:** April 27, 2015

**TO:** Public Works Committee

**VIA:**

  
Isaac J. Pino, Public Works Department Director

**FROM:** Robert Siqueiros, Railyard Projects Administrator 

**ITEM:**

**REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION (SFRCC) TO FUND THE RAILYARD EVENTS MARKETING, PLAZA STAGE, SOUND AND LIGHTING EQUIPMENT AND DIGITAL MOVIE PROJECTION RENTAL IN THE AMOUNT OF \$49,500**

**SUMMARY:**

Per the current Lease and Management Agreement between SFRCC and the City of Santa Fe; city staff and SFRCC staff work together in implementing the following within the Santa Fe Railyard Districts:

1. Architectural and Engineering Design Projects;
2. Construction Cost Analysis and Construction Management Projects;
3. Infrastructure Maintenance/Repair Projects and,
4. Events and Marketing (north Railyard)

The purpose of the proposed SFRCC PSA is to fund the Railyard's Events and Marketing for Fiscal Year 2015/16. The funds are for event marketing, rental for a portable performance stage, sound and lighting equipment, and a digital movie projector with an inflatable screen.

Sandra Brice, SFRCC Director of Events & Marketing states in the attached letter; "With this funding program we are able to provide a complete temporary stage set up, basic sound and lighting equipment package and sound crew for concerts. For movie nights, we provide a blow-up screen, sound system and high quality digital projection. A portion of the funding is dedicated to promoting these free events to the community in local media and to directing visitors to the Railyard". Also provided in the attached letter is a budget breakdown of the funds allocated, a list of participating organizations and photos of recent Railyard events (See Attached SFRCC Letter).

The following Table provides detailed descriptions and comments of the 2012, through 2015 approved and proposed Professional Services Agreements and Budget Adjustment Requests between the City of Santa Fe and the Santa Fe Railyard Community Corporation (SFRCC):

<b>SFRCC - PROFESSIONAL SERVICE AGREEMENTS</b>		
<b>PSA</b>	<b>DESCRIPTION</b>	<b>COMMENTS</b>
PSA 12-0244 CC Approved 03-26-2012	Engineering Design Services and Stage Rental Agreement.	SFRCC contracted with BHI Engineers for the Depot Platform drainage design. Final Engineering Plans & Constructions Costs are attached.
PSA #1 12-0420 CC Approved 6-13-2012	Private Security Services for the North Railyard and Santa Fe Depot Snowmelt System Design.	As part of PSA amendment #1, on May 21 <sup>st</sup> and 29 <sup>th</sup> the Finance Committee and Public Works Committee denied staff's and SFRCC's proposal to design a platform snowmelt system at a cost of \$7000.00. The Public Works Committee asked staff to review alternatives to a snowmelt system.  In June 2012 the SFRCC Board of Directors voted to fund the mechanical and electrical engineering design of the snowmelt system (See attached SFRCC letter). In June SFRCC hired Sonalysts, Inc. to design the snowmelt system.
PSA #2 CC Approved 8-28-2012 #12-0770	Approval of Amendment No. 2 to the PSA between the City and SFRCC for construction services at the Santa Fe Depot brick platform and North Railyard Development.	The purpose of PSA #2 with SFRCC was two fold: First is to contract for professional construction services for the drainage system improvements along the Santa Fe Depot brick platform and to construct the sidewalk along the railroad tracks between Paseo de Peralta and Alcadesa Street. The sidewalk is part of the Santa Fe Railyard Master Plan. Originally the plan was to have the TPL complete the sidewalk. Funds for the construction of the drainage system for the depot brick platform is from the recently approved CIP funds. Engineering construction costs for the Depot platform is \$145,993.00. The sidewalk construction cost is \$53,637.00 plus a 10% Contingency, Total \$59,000.70.  Second; to request \$ 32,500.00 for the construction of the Depot snowmelt piping ONLY. The system will be placed under the improved brick platform. The engineers hired by SFRCC are the same engineers used for the Railyard parking structure & sidewalk snowmelt system. SFRCC and City staff recommends placing the snowmelt piping during the reconstruction of the platform and at a later date per City Council's approval the snowmelt mechanical equipment can be installed (i.e., boilers, drains, pumps & electrical upgrades).

<p>Approved PSA #3</p> <p>CC Approved 9-24-12</p> <p>12-0851 Pending Clerks Office</p>	<p>Approval of Amendment No.3 to the PSA between the City and SFRCC for construction services at the Santa Fe Depot paving, landscaping and speed humps in the North Railyard Development.</p>	<p>The Santa Fe Railyard Community Corporation was funded \$93,517 for additional work related to the depot area, installation of ten speed humps, landscaping, grading, curb and gutter work and additional bollards. The work is described below:</p> <p>1. <u>Speed Humps</u> – It is proposed to install a total of ten speed humps on Camino de la Familia Street and in the parking areas of the North Railyard. At present, there is excessive speeding which poses a danger to pedestrians and other vehicles. <b>The proposed cost totals \$11,750.</b></p> <p>2. <u>Landscaping</u> – This scope includes installing bollards and landscaping boulders to prevent unauthorized access to the Railyard Park. Curb and gutter work behind SITE Santa Fe in the parking lot to remove a barrier which impedes access to the SITE loading dock. The current configuration forces trucks to maneuver close to irrigation controls, landscaping and hike bike trail. Revising the parking peninsula will allow for a safer approach. Also included are grading, weed barrier and gravel in the area north of the depot and on the unoccupied area adjacent to the Railyard water tower along Alcaldesa Street. <b>Total cost is \$23,755.</b></p> <p>3. <u>Depot Area</u> – The previously provided cost of renovating the Depot area to eliminate drainage problems was based on an estimate provided by the civil engineer. After obtaining actual bid pricing, the estimate was found to be too low. The previous estimate of \$145,993 should be increased to \$204,005. The increase results from differences in GRT (\$18,630), grey versus tinted concrete (required by Historic) (\$18,687), management fees (\$10,375), an increase in cost for the embedded piping (\$1,500) and the underground thermal barrier (\$8,820). <b>The total cost of the increase is \$58,012.</b></p>
<p>Approved Budget Adjustment Request CC approved 9-24-12</p>	<p>The projects completed in 2010 had a balance of \$51,386. These funds are to be used to facilitate the completion of the Railyard Master Plan.</p>	<p>The approved Budget Adjustment Request allowed an interfund transfer from the Business Unit formally used by the Trust for Public Lands (TPL) to the Business Unit currently used by the Santa Fe Railyard Community Corporation (SFRCC).</p> <p>Due to lack of funding in 2009/10 Jenny Parks, TPL Director asked the city to complete the following Railyard Projects for TPL:</p> <ol style="list-style-type: none"> <li>1. West Casitas;</li> <li>2. Community Building;</li> <li>3. North Railyard Bollard Plan; and</li> <li>4. Rail Trail Repairs (Damaged caused by Rail Runner construction).</li> </ol> <p><b>Staff completed the above referenced projects in 2010, with a balance of \$51,386 (Sec BAR)</b></p>
<p>Approved PSA #4</p>	<p>Amendment No.4 to the PSA between the City and SFRCC for</p>	<p>Security on the Railyard has improved significantly as a result of the presence of the City-funded private security company.</p>

<p>CC approved 1-19-13</p> <p>#13-0017</p>	<p>additional private security area within the SF Depot and North Railyard Development.</p> <p>As part of PSA amendment #1, on May 21<sup>st</sup> and 29<sup>th</sup> the Finance Committee and Public Works Committee and City Council approved \$95,000 of the \$120,000 for Fiscal Year 12/13.</p>	<p>We have received positive comments from the Railyard tenants, businesses and visitors. The Park is once again a welcoming place for families. Vandalism, harassment and crime in general in the Railyard have been reduced by the combination of private security and the cooperation of the Police Department.</p> <p>Funding of the \$120,000 for Railyard Security was approved by City Council in June 2012. A total of 95,000 will be expended by year-end 2012 for private security.</p> <p>SFRCC is requesting additional funding of \$28,800 to provide a reduced level of security through March 2013. SFRCC is recommending we continue to contract with a local private security company to provide the service (See Attached SFRCC Letter).</p>
<p>Approved PSA #5 #13-0187</p>	<p>Request for Funding for the Demolition of the Mexico Lindo Building in the BACA Railyard Area \$36,400.</p> <p>Funding for the Movie Stage and Audio Equipment for Fiscal Year 2013/2014 \$49,500.</p>	<p>ITEM #1 SFRCC is seeking funding of \$36,400 to accomplish the following scope of work:</p> <ul style="list-style-type: none"> <li>-Remove asbestos and lead paint</li> <li>-Decommission and collapse an existing septic tank</li> <li>-Demolish the building and remove all materials from the site</li> <li>-Rough grade the area when the building is removed</li> </ul> <p>All required approvals for demolition have been obtained. Demolition of the building has been approved by the Business Capital District Design Review Committee, New Mexico State Historic Preservation Office and City Council. The payback period for recovery of the cost of the demolition is approximately 11 months, and rent will commence the later of completion of demolition or July 1, 2013.</p> <p>ITEM #2 Movie Stage Rental for Fiscal Year 13/14- SFRCC Requests funding in the amount \$49,500 for costs for the stage and sound and digital outdoor movie projection package. This is the second year for the funding request. Funding source for this service is through the Railyard GRT Fund. Please see attached Budget Adjustment Request.</p>
<p>Approved PSA #6 13-0371</p>	<p>PSA#6 was approved by the City Manager. No funds required with this PSA.</p>	<p>PSA#6 provided a time extension for PSA Amendments #1 thru #5 listed above and approved by City Council.</p>
<p>Approved PSA #13-0871</p>	<p><b>Phase I - North Railyard Infrastructure Design (Engineering Services) surrounding the Cinema Parcel.</b></p> <p>The engineering design includes the extensions of Alcadesa Street from Market Street to Camino de La Familia, the extension of the Railyard Plaza between the west side of the tracks and the cinema and completion of Camino de la Familia along the west side of the cinema.</p>	<p>The engineering design performed by Bohannon Huston will include the following tasks:</p> <ol style="list-style-type: none"> <li>1. Preliminary Design Documents - <ul style="list-style-type: none"> <li>Site and Landscape Plan.</li> <li>Grading Plan.</li> <li>Railyard Park Stormwater Harvesting System.</li> </ul> </li> <li>2. Final Construction Documents: <ul style="list-style-type: none"> <li>Rough Grading Plan (Mobilization and Staging Area).</li> <li>Landscape and Irrigation Plans</li> <li>Demolition and Site Plans</li> <li>Final Grading Plans</li> <li>Utility Plans</li> <li>Lighting Plans</li> <li>Construction Administration</li> <li>Process and Stakeholder Meetings</li> </ul> </li> </ol>

		SFRCC is seeking funding of \$92,500 including GRT to accomplish the above referenced engineering tasks.
Approved PSA CC 11-13-13 #13-1131	<b>Phase II – Railyard Underground Parking Structure</b> waterproofing and minor improvements are required prior to construction of Alcadesa Street. Temporary shoring of Alcadesa Street extended at each end is required for excavation and waterproofing.  Budget Adjustment Request from Railyard GRT Fund.	<ol style="list-style-type: none"> <li>1. Construction of temporary shoring structures along Alcadesa Street at the intersections of Market Street and Camino de la Familia.</li> <li>2. Remove existing temporary CMU block and replace with structural/engineered materials.</li> <li>3. Installation of waterproofing materials along the exposed portion of the Railyard underground parking structure.</li> <li>4. Canopy for City of Santa Fe Offices at the Railyard. This item is not part of SFRCC proposed PSA.</li> </ol>
Approved PSA #1 CC 04-19-14 #14-0231	<b>Baca Railyard District:</b> Construct a (5) five foot sidewalk along Cerrillos Rd with ADA ramps.  <b>North Railyard District:</b> Refinish/Preserve Wood Structures. And <b>Phase V</b> Engineering.	<p><b>Refinishing Wood Structures</b> - The wood structures in the common areas constructed in 2007 and 2008. This project consist of (2) two coats of protective sealant to the water tower, the shade structure adjacent to the Farmers Market building and all 224 of the wood laminate light poles. This scope is considered Phase I of a two-phase project. Refinishing the remaining wood structures would be proposed in the future. (\$99,850)</p> <p><b>Cerrillos Road Sidewalk</b> - This project consists of completing, a 5-foot wide public sidewalk along Cerrillos Road between two existing developed sites at 1221 and 1225 Cerrillos Road. (\$23,825)</p> <p><b>Market Station Subsidence</b> - Provide an engineering study to prepare a design to mitigate the subsidence occurring around the Market Station building located at 500 Market Street. This project would include surveying the site, performing a geotechnical investigation and preparing construction plans to remediate the settlement and repair surface improvements. Engineering support during construction is also included at a total cost of \$68,710.</p>
Approved PSA	<b>North Railyard District</b>  The purpose of the proposed PSA is to implement Phase III and IV of the North Railyard Development. The phases include infrastructure construction of Alcadesa St. and Railyard Plaza extensions and completion of Camino de la Familia between Santa Fe Clay and Market Street at Flying Star.	<p><b>PHASE III:</b> Backfill the existing excavated area to allow construction of the balance of the Railyard Plaza on the west side of the railroad tracks and the west side of the cinema parcel to allow for the completion of surface improvements along Camino de la Familia. The surface areas in Phase II and III will be used for staging for construction of the cinema building.</p> <p><b>PHASE IV:</b> This phase will commence when the exterior of the cinema building is completed. Surface improvements include the following:  <ol style="list-style-type: none"> <li>1. Hard surfaces, landscaping, irrigation, lighting, benches and bike racks on the west portion of the Railyard Plaza. It is anticipated that all new landscaping can be irrigated with harvested rooftop water.</li> <li>2. Curb, gutter, paving, sidewalks, ramps, lighting, landscaping and irrigation for Alcadesa and Camino de la Familia streets.</li> </ol> </p>

		3. New waste removal enclosure on Camino da la Familia.
Proposed PSA	Funding for the Movie Equipment, Performance Stage and Sound/Lighting Equipment for Fiscal Year 2015/2016 \$49,500	SFRCC Requests funding in the amount \$49,500 for costs for the stage and sound and digital outdoor movie projection package. This is third year for the funding request. Funding source for this service is through the Railyard GRT Fund and is budgeted.

**ACTION RECOMMENDED:**

Recommend to the Finance Committee and the City Council approval of the SFRCC Professional Service Agreement for rental funding for performance stage. Sound and lighting equipment and a movie projector and screen in the amount of \$49,500.

Attachments:

- SFRCC Letter of Request
- SFRCC Professional Services Agreement
- Summary of Contracts

**THE SANTA FE  
RAILYARD**  
**COMMUNITY CORPORATION**

February 18, 2015

Robert M. Siqueiros  
Railyard Project Administrator/City of Santa Fe  
PO Box 909  
Santa Fe, NM 87504-0909

Re: Railyard Stage/Sound/Movie funding request -- FY 2015-16

Dear Bob,

The Santa Fe Railyard Community Corporation requests a replenishment of the funding provided by the City in FY 2013-14 for sponsorship of the costs of providing stage and sound and digital outdoor movie projection packages to local community organizations in order to encourage the widest use of the Railyard facilities by the most diverse groups possible. Successful implementation of this sponsorship program in 2012, 2013 and 2014 has shown dramatic results in helping already existing community events to be more successful in their fundraising efforts for local needs and opening the door to new organizations that otherwise would not have been able to afford mounting their events.

With this program we are able to provide a complete temporary stage set-up, basic sound and lighting equipment package and sound crew for concerts. For movie nights, we provide a blow-up movie screen, sound system and high quality digital projection. A portion of the funding is dedicated to promoting these free events to the community in local media. In order to continue to provide this very successful program, we are requesting funding of \$49,500 for FY 2015-16.

Thank you for your support on the continuation of this wonderful sponsorship program which allows the Railyard to provide the same stage amenity that has been available to the Community for many years on the historic Downtown Plaza as well as to continue a hugely successful new tradition with the Railyard Park Summer Movie Series. Organizations which work so hard to serve our City thank you for it and the people of Santa Fe show their appreciation with ever-increasing attendance and enjoyment at the Railyard. Attached is a breakdown of costs for the sponsorship package and list of the organizations that have benefitted from the program over the last three seasons.

Sincerely,



Sandra Brice  
Director/Events & Marketing

332 Read Street, Santa Fe, NM 87501  
Tel 505-982-3373 Fax 505-982-3126 [www.sfrailyardcc.org](http://www.sfrailyardcc.org)

**PROPOSED BUDGET FOR RAILYARD PROGRAM FUNDING\***

<b>STAGE RENTAL, SOUND CREW &amp; EQUIPMENT PACKAGE</b>	
20 Events @ \$1500/each	\$30,000
<b>MOVIE SCREEN, PROJECTION &amp; CREW PACKAGE</b>	
12 Events @900/each	\$10,800
<b>MARKETING/PUBLIC RELATIONS</b>	
Paid advertising/local newspapers & radio (at non-profit rates)	
Posters	8,700
<b>TOTAL</b>	<b>\$49,500</b>

\*(Numbers based on reduced quote for multiple event contract from Santa Fe Audio Visual)

**RAILYARD STAGE AND MOVIE CITY SPONSORSHIP  
PARTICIPATING ORGANIZATIONS  
2012 - 2014 SEASONS**

**STAGE/SOUND PACKAGE:**

Afreeka Santa Fe – Fiesta Fela  
After Hours Alliance – AHA Progressive Arts Fair  
Boys & Girls Club – Boys & Girls Club Fun Fair  
Currents New Media Festival – Closing Night Celebration  
Del Norte Credit Union – Keep It Co-op Community Concert  
Human Rights Alliance – Santa Fe Pride  
Indigenous Fine Art Market – Market week entertainment stage  
International Folk Art Market – Opening Night Celebration  
Kiwanis Club of Santa Fe – ZoZoFest  
Outside Santa Fe Bike & Brew Fest  
Salvation Army – Food Circus Fundraiser  
Santa Fe Community Foundation – Buckaroo Ball Barn Dance  
Santa Fe Music Alliance – Make Music Santa Fe  
Santa Fe Reporter - Best of Santa Fe Festival  
Santa Fe Youth Symphony – Barks to Bach Fundraiser  
United Churches Music Festival  
Wise Fool – “Flexion” Performance

**MOVIE PROJECTION PACKAGE:**

Heath Concert Summer Movie Series – 7 movie nights June-August in the Park  
Heath Concerts – World Cup Soccer (Live broadcast on giant LED screen)  
Santa Fe Film Festival – Community Screening  
Santa Fe Independent Film Festival – Rocky Horror Picture Show  
Southwest Indian Arts – Native Cinema Showcase  
Santa Fe Reporter – Movies & Munchies family movie  
New Energy Economy – New Energy Documentary Film Night











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 Santa Fe Railyard Community Corporation (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City of Santa Fe within the Railyard Development for Fiscal Year 2015/2016:

A. Contractor shall make available at no cost to event organizers, non-profits, etc. the following equipment, support and marketing for licensed, approved events at the Santa Fe Railyard:

- (1) Stage rental, sound and lighting crew and equipment package.
- (2) Movie screen, projector and crew.
- (3) Advertising and Public Relations to promote the above events.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed forty nine thousand five hundred dollars (\$49,500), inclusive of applicable gross receipts taxes.

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

C. Payment shall be made upon receipt, 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.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

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

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the

performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:  
Robert Siqueiros  
PO Box 909  
Santa Fe, NM 87504-0909

Contractor:  
SANTA FE RAILYARD  
COMMUNITY CORPORATION  
322 Read Street  
Santa Fe NM 87501

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
RICHARD CZOSKI  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

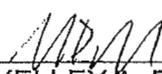
DATE: \_\_\_\_\_

CRS# 02-481098003  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

 4/6/15  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52851.510300  
Business Unit Line Item



**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:** See Attached Exhibit A for Contract History with SFRCC 2012 to Present.  
 example: (First year of 4 year contract)
- 7 **Funding Source:** SF Railyard CIP & GRT FUND BU/Line Item: 52851.5103
- 8 **Any out-of-the ordinary or unusual issues or concerns:**  
See Attached Exhibit A Summary  
 (Memo may be attached to explain detail.)
- 9 **Staff Contact who completed this form:** Robert Siqueiros Phone # 955-6977  
**Division Contract Administrator:** Isabel Lucero/Bobbi Mossman  
**Division Director:** \_\_\_\_\_  
**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:** The engineer has been the primary engineer since 2005.
- 12 **Prior year's contract amount?:** See Exhibit A
- 13 **Describe service impact from an ongoing commitment to the contractor:** N/A
- 14 **Why staff cannot perform the work?:** The City does not staff this type of construction expertise.
- 15 **If extending contract, why?:** N/A
- 16 **Was a Santa Fe company awarded contract? If not, why?:** SFRCC has a Lease & Management Agreement with the City of Santa Fe (Expires 2029).
- 17 **Is this for City Manager or Council approval?:** City Council Approval

To be recorded by City Clerk:

Contract # \_\_\_\_\_

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

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



**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 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 Santa Fe Railyard Community Corporation (SFRCC)

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$49,500.00

Termination Date: June 30, 2016

Approved by Council Date: Pending 05/13/2016

or by City Manager Date: \_\_\_\_\_

Contract is for: **PSA for Railyard Events and Marketing-Performacne Stage, Sound & Lighting Equipment and Movie Projector & Screen**

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: **Railyard Infrastructure Improvments at Cinema Site (Plaza, Alcadesa St. & Camino de la Familia)**

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

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # 1 Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_

**SUMMARY OF CONTRACTS**  
**EXHIBIT A**

The following Table provides detailed descriptions and comments of the 2012, through 2015 approved and proposed Professional Services Agreements and Budget Adjustment Requests between the City of Santa Fe and the Santa Fe Railyard Community Corporation (SFRCC):

<b>SFRCC - PROFESSIONAL SERVICE AGREEMENTS</b>		
<b>PSA</b>	<b>DESCRIPTION</b>	<b>COMMENTS</b>
PSA 12-0244 CC Approved 03-26-2012	Engineering Design Services and Stage Rental Agreement.	SFRCC contracted with BHI Engineers for the Depot Platform drainage design. Final Engineering Plans & Constructions Costs are attached.
PSA #1 12-0420 CC Approved 6-13-2012	Private Security Services for the North Railyard and Santa Fe Depot Snowmelt System Design.	As part of PSA amendment #1, on May 21 <sup>st</sup> and 29 <sup>th</sup> the Finance Committee and Public Works Committee denied staff's and SFRCC's proposal to design a platform snowmelt system at a cost of \$7000.00. The Public Works Committee asked staff to review alternatives to a snowmelt system.  In June 2012 the SFRCC Board of Directors voted to fund the mechanical and electrical engineering design of the snowmelt system (See attached SFRCC letter). In June SFRCC hired Sonalysts, Inc. to design the snowmelt system.
PSA #2 CC Approved 8-28-2012 #12-0770	Approval of Amendment No. 2 to the PSA between the City and SFRCC for construction services at the Santa Fe Depot brick platform and North Railyard Development.	The purpose of PSA #2 with SFRCC was two fold: First is to contract for professional construction services for the drainage system improvements along the Santa Fe Depot brick platform and to construct the sidewalk along the railroad tracks between Paseo de Peralta and Alcaidesa Street. The sidewalk is part of the Santa Fe Railyard Master Plan. Originally the plan was to have the TPL complete the sidewalk. Funds for the construction of the drainage system for the depot brick platform is from the recently approved CIP funds. Engineering construction costs for the Depot platform is \$145,993.00. The sidewalk construction cost is \$53,637.00 plus a 10% Contingency, Total \$59,000.70.  Second; to request \$ 32,500.00 for the construction of the Depot snowmelt piping ONLY. The system will be placed under the improved brick platform. The engineers hired by SFRCC are the same engineers used for the Railyard parking structure & sidewalk snowmelt system. SFRCC and City staff recommends placing the snowmelt piping during the reconstruction of the platform and at a later date per City Council's approval the snowmelt mechanical equipment can be installed (i.e., boilers, drains, pumps & electrical upgrades).
Approved PSA #3  CC Approved 9-24-12  12-0851 Pending	Approval of Amendment No.3 to the PSA between the City and SFRCC for construction services at the Santa Fe Depot paving, landscaping and speed humps in the North Railyard Development.	The Santa Fe Railyard Community Corporation was funded \$93,517 for additional work related to the depot area, installation of ten speed humps, landscaping, grading, curb and gutter work and additional bollards. The work is described below:  1. <u>Speed Humps</u> – It is proposed to install a total of ten speed humps on Camino de la Familia Street and in the parking

Clerks Office		<p>areas of the North Railyard. At present, there is excessive speeding which poses a danger to pedestrians and other vehicles. <b>The proposed cost totals \$11,750.</b></p> <p>2. <u>Landscaping</u> – This scope includes installing bollards and landscaping boulders to prevent unauthorized access to the Railyard Park. Curb and gutter work behind SITE Santa Fe in the parking lot to remove a barrier which impedes access to the SITE loading dock. The current configuration forces trucks to maneuver close to irrigation controls, landscaping and hike bike trail. Revising the parking peninsula will allow for a safer approach. Also included are grading, weed barrier and gravel in the area north of the depot and on the unoccupied area adjacent to the Railyard water tower along Alcaldesa Street. <b>Total cost is \$23,755.</b></p> <p>3. <u>Depot Area</u> – The previously provided cost of renovating the Depot area to eliminate drainage problems was based on an estimate provided by the civil engineer. After obtaining actual bid pricing, the estimate was found to be too low. The previous estimate of \$145,993 should be increased to \$204,005. The increase results from differences in GRT (\$18,630), grey versus tinted concrete (required by Historic) (\$18,687), management fees (\$10,375), an increase in cost for the embedded piping (\$1,500) and the underground thermal barrier (\$8,820). <b>The total cost of the increase is \$58,012.</b></p>
Approved Budget Adjustment Request CC approved 9-24-12	The projects completed in 2010 had a balance of \$51,386. These funds are to be used to facilitate the completion of the Railyard Master Plan.	<p>The approved Budget Adjustment Request allowed an interfund transfer from the Business Unit formally used by the Trust for Public Lands (TPL) to the Business Unit currently used by the Santa Fe Railyard Community Corporation (SFRCC).</p> <p>Due to lack of funding in 2009/10 Jenny Parks, TPL Director asked the city to complete the following Railyard Projects for TPL:</p> <ol style="list-style-type: none"> <li>1. West Casitas;</li> <li>2. Community Building;</li> <li>3. North Railyard Bollard Plan; and</li> <li>4. Rail Trail Repairs (Damaged caused by Rail Runner construction).</li> </ol> <p><b>Staff completed the above referenced projects in 2010, with a balance of \$51,386 (See BAR)</b></p>
Approved PSA #4 CC approved 1-19-13 #13-0017	<p>Amendment No.4 to the PSA between the City and SFRCC for additional private security area within the SF Depot and North Railyard Development.</p> <p>As part of PSA amendment #1, on May 21<sup>st</sup> and 29<sup>th</sup> the Finance Committee and Public Works Committee and City Council approved \$95,000 of the</p>	<p>Security on the Railyard has improved significantly as a result of the presence of the City-funded private security company. We have received positive comments from the Railyard tenants, businesses and visitors. The Park is once again a welcoming place for families. Vandalism, harassment and crime in general in the Railyard have been reduced by the combination of private security and the cooperation of the Police Department.</p> <p>Funding of the \$120,000 for Railyard Security was approved</p>

	\$120,000 for Fiscal Year 12/13.	by City Council in June 2012. A total of 95,000 will be expended by year-end 2012 for private security.  SFRCC is requesting additional funding of \$28,800 to provide a reduced level of security through March 2013. SFRCC is recommending we continue to contract with a local private security company to provide the service (See Attached SFRCC Letter).
Approved PSA #5 #13-0187	Request for Funding for the Demolition of the Mexico Lindo Building in the BACA Railyard Area \$36,400.  Funding for the Movie Stage and Audio Equipment for Fiscal Year 2013/2014 \$49,500.	ITEM #1 SFRCC is seeking funding of \$36,400 to accomplish the following scope of work: -Remove asbestos and lead paint -Decommission and collapse an existing septic tank -Demolish the building and remove all materials from the site -Rough grade the area when the building is removed All required approvals for demolition have been obtained. Demolition of the building has been approved by the Business Capital District Design Review Committee, New Mexico State Historic Preservation Office and City Council. The payback period for recovery of the cost of the demolition is approximately 11 months, and rent will commence the later of completion of demolition or July 1, 2013. ITEM #2 Movie Stage Rental for Fiscal Year 13/14- SFRCC Requests funding in the amount \$49,500 for costs for the stage and sound and digital outdoor movie projection package. This is the second year for the funding request. Funding source for this service is through the Railyard GRT Fund. Please see attached Budget Adjustment Request.
Approved PSA #6 13-0371	PSA#6 was approved by the City Manager. No funds required with this PSA.	PSA#6 provided a time extension for PSA Amendments #1 thru #5 listed above and approved by City Council.
Approved PSA #13-0871	<b>Phase I - North Railyard Infrastructure Design (Engineering Services) surrounding the Cinema Parcel.</b>  The engineering design includes the extensions of Alcaheda Street from Market Street to Camino de La Familia, the extension of the Railyard Plaza between the west side of the tracks and the cinema and completion of Camino de la Familia along the west side of the cinema.	The engineering design performed by Bohannan Huston will include the following tasks: 1.Preliminary Design Documents - Site and Landscape Plan. Grading Plan. Railyard Park Stormwater Harvesting System.  2.Final Construction Documents: Rough Grading Plan (Mobilization and Staging Area). Landscape and Irrigation Plans Demolition and Site Plans Final Grading Plans Utility Plans Lighting Plans Construction Administration Process and Stakeholder Meetings  SFRCC is seeking funding of \$92,500 including GRT to accomplish the above referenced engineering tasks.
Approved PSA CC 11-13-13 #13-1131	<b>Phase II – Railyard Underground Parking Structure waterproofing and minor improvements are required prior to construction of Alcaheda Street. Temporary shoring of Alcaheda Street</b>	1. Construction of temporary shoring structures along Alcaheda Street at the intersections of Market Street and Camino de la Familia.  2. Remove existing temporary CMU block and replace with structural/engineered materials.

	<p>extended at each end is required for excavation and waterproofing.</p> <p>Budget Adjustment Request from Railyard GRT Fund.</p>	<p>3. Installation of waterproofing materials along the exposed portion of the Railyard underground parking structure.</p> <p>4. Canopy for City of Santa Fe Offices at the Railyard. This item is not part of SFRCC proposed PSA.</p>
<p>Approved PSA #1 CC 04-19-14 #14-0231</p>	<p><b>Baca Railyard District:</b> Construct a (5) five foot sidewalk along Cerrillos Rd with ADA ramps.</p> <p><b>North Railyard District:</b> Refinish/Preserve Wood Structures. And Phase V Engineering.</p>	<p><b>Refinishing Wood Structures</b> - The wood structures in the common areas constructed in 2007 and 2008. This project consist of (2) two coats of protective sealant to the water tower, the shade structure adjacent to the Farmers Market building and all 224 of the wood laminate light poles. This scope is considered Phase I of a two-phase project. Refinishing the remaining wood structures would be proposed in the future. (\$99,850)</p> <p><b>Cerrillos Road Sidewalk</b> -This project consists of completing, a 5-foot wide public sidewalk along Cerrillos Road between two existing developed sites at 1221 and 1225 Cerrillos Road. (\$23,825)</p> <p><b>Market Station Subsidence</b> - Provide an engineering study to prepare a design to mitigate the subsidence occurring around the Market Station building located at 500 Market Street. This project would include surveying the site, performing a geotechnical investigation and preparing construction plans to remediate the settlement and repair surface improvements. Engineering support during construction is also included at a total cost of \$68,710.</p>
<p>Approved PSA</p>	<p><b>North Railyard District</b></p> <p>The purpose of the proposed PSA is to implement Phase III and IV of the North Railyard Development. The phases include infrastructure construction of Alcadesa St. and Railyard Plaza extensions and completion of Camino de la Familia between Santa Fe Clay and Market Street at Flying Star.</p>	<p><b>PHASE III:</b> Backfill the existing excavated area to allow construction of the balance of the Railyard Plaza on the west side of the railroad tracks and the west side of the cinema parcel to allow for the completion of surface improvements along Camino de la Familia. The surface areas in Phase II and III will be used for staging for construction of the cinema building.</p> <p><b>PHASE IV:</b> This phase will commence when the exterior of the cinema building is completed. Surface improvements include the following:</p> <ol style="list-style-type: none"> <li>1. Hard surfaces, landscaping, irrigation, lighting, benches and bike racks on the west portion of the Railyard Plaza. It is anticipated that all new landscaping can be irrigated with harvested rooftop water.</li> <li>2. Curb, gutter, paving, sidewalks, ramps, lighting, landscaping and irrigation for Alcadesa and Camino de la Familia streets.</li> <li>3. New waste removal enclosure on Camino da la Familia.</li> </ol>
<p>Proposed PSA</p>	<p>Funding for the Movie Equipment, Performance Stage and Sound/Lighting Equipment for Fiscal Year 2015/2016 \$49,500</p>	<p>SFRCC Requests funding in the amount \$49,500 for costs for the stage and sound and digital outdoor movie projection package. This is third year for the funding request. Funding source for this service is through the Railyard GRT Fund and is budgeted.</p>