

City of Santa Fe, New Mexico

memo

DATE: July 28, 2014

TO: Public Works Committee

VIA:


Isaac J. Ping, 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) FOR CONSTRUCTION SERVICES AT THE NORTH RAILYARD DISTRICT INCLUDING ALCADESA STREET, RAILYARD PLAZA EXTENSIONS AND COMPLETION OF CAMINO DE LA FAMILIA IN THE AMOUNT OF \$725,000

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; and,
3. Infrastructure Maintenance/Repair Projects.

The purpose of the proposed PSA is to implement Phase III and IV of the North Railyard Development. The phases include infrastructure construction of Alcadeasa St. and Railyard Plaza extensions and completion of Camino de la Familia between Santa Fe Clay and Market Street at Flying Star (See Attached Site Plan). More detail regarding

Phase III and IV is provided further in the memo. Funding for the project will be from the recently approved 2014 Railyard CIP funds (See Attached Site Plan).

The following Table provides detailed descriptions and comments of the 2012, 2013 and 2014 approved and proposed Professional Services Agreements and Budget Adjustment Requests between the City of Santa Fe and the Santa Fe Railyard Community Corporation (SFRCC):

SFRCC - PROFESSIONAL SERVICE AGREEMENTS		
PSA	DESCRIPTION	COMMENTS
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 st and 29 th 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).
Approved PSA #3 CC Approved 9-24-12	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

<p>12-0851 Pending Clerks Office</p>		<p>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. The proposed cost totals \$11,750.</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. Total cost is \$23,755.</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). The total cost of the increase is \$58,012.</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"> 1. West Casitas; 2. Community Building; 3. North Railyard Bollard Plan; and 4. Rail Trail Repairs (Damaged caused by Rail Runner construction). <p>Staff completed the above referenced projects in 2010, with a balance of \$51,386 (See BAR)</p>
<p>Approved PSA #4 CC approved 1-19-13 #13-0017</p>	<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>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</p>

	As part of PSA amendment #1, on May 21 st and 29 th the Finance Committee and Public Works Committee and City Council approved \$95,000 of the \$120,000 for Fiscal Year 12/13.	<p>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>
Approved PSA #5 #13-0187	<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"> -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 <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>
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	<p>Phase I - North Railyard Infrastructure Design (Engineering Services) surrounding the Cinema Parcel.</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 Bohannan Huston will include the following tasks:</p> <ol style="list-style-type: none"> 1.Preliminary Design Documents - <ul style="list-style-type: none"> Site and Landscape Plan. Grading Plan. Railyard Park Stormwater Harvesting System. 2.Final Construction Documents: <ul style="list-style-type: none"> 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 <p>SFRCC is seeking funding of \$92,500 including GRT to accomplish the above referenced engineering tasks.</p>
Approved	Phase II – Railyard Underground	1. Construction of temporary shoring structures along

<p>PSA CC 11-13-13 #13-1131</p>	<p>Parking Structure 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.</p> <p>Budget Adjustment Request from Railyard GRT Fund.</p>	<p>Alcadesa Street at the intersections of Market Street and Camino de la Familia.</p> <ol style="list-style-type: none"> 2. Remove existing temporary CMU block and replace with structural/engineered materials. 3. Installation of waterproofing materials along the exposed portion of the Railyard underground parking structure. 4. Canopy for City of Santa Fe Offices at the Railyard. This item is not part of SFRCC proposed PSA.
<p>Approved PSA #1 CC 04-19-14 #14-0231</p>	<p>Baca Railyard District: Construct a (5) five foot sidewalk along Cerrillos Rd with ADA ramps.</p> <p>North Railyard District: Refinish/Preserve Wood Structures. And Phase V Engineering.</p>	<p>Refinishing Wood Structures - 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>Cerrillos Road Sidewalk -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>Market Station Subsidence - 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>Proposed PSA</p>	<p><u>North Railyard District</u></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>PHASE III: 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>PHASE IV: 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"> 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. 2. Curb, gutter, paving, sidewalks, ramps, lighting, landscaping and irrigation for Alcadesa and Camino de la Familia streets. 3. New waste removal enclosure on Camino da la Familia.

Recently Approved Railyard Projects - Alcadesa S.t and Railyard Plaza Extension

The subject area of the North Railyard District is divided into five (5) Phases. Again, railyard staff has worked with SFRCC to develop the project Phases (I thru V) and “Scope of Work” for the infrastructure design and construction surrounding the cinema.

On August 27, 2013 the City Council approved Phase I. At this time Phase I (engineering design) is 100% percent complete.

On November 11, 2013 the City Council approved Phase II. Since 2006, Bohannan Huston has been the engineer of record and TLC the primary contractor for both the North Railyard and Baca Railyard Developments. And on March 19, 2014 the City Council approved a portion of Phase III and the Engineering for Phase V.

Phases I thru V are defined below:

PHASE I City Council Approved August 27, 2013 (Completed):

The engineering design performed by Bohannan Huston includes the following tasks:

1. Preliminary Design Documents -
 - a. Site and Landscape Plan.
 - b. Grading and drainage Plan.
 - c. Railyard Park Rooftop Water Harvesting System.
2. Final Construction Documents:
 - a. Rough Grading Plan (For Construction Mobilization and Staging Area).
 - b. Landscape and Irrigation Plans
 - c. Demolition and Site Plans
 - d. Final Grading Plans
 - e. Utility Plans
 - f. Lighting Plans
 - g. Construction Administration
 - h. Process and Stakeholder Meetings

PHASE II City Council Approved 11-13-13 (Completed):

1. Excavation and construction of temporary shoring structures along Alcadesa Street at the intersections of Market Street and Camino de la Familia.
2. Remove existing temporary CMU block and replace with structural/engineered materials at the exposed Railyard parking structure southern wall.
3. Installation of waterproofing materials along the entire southern wall of the Railyard underground parking structure.
4. Canopy for City of Santa Fe Offices at the Railyard. This item is not part of SFRCC proposed PSA.

PHASE III:

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.

PHASE IV:

This phase will commence when the exterior of the cinema building is completed. Surface improvements include the following:

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.
2. Curb, gutter, paving, sidewalks, ramps, lighting, landscaping and irrigation for Alcadesa and Camino de la Familia streets.
3. New waste removal enclosure on Camino da la Familia.

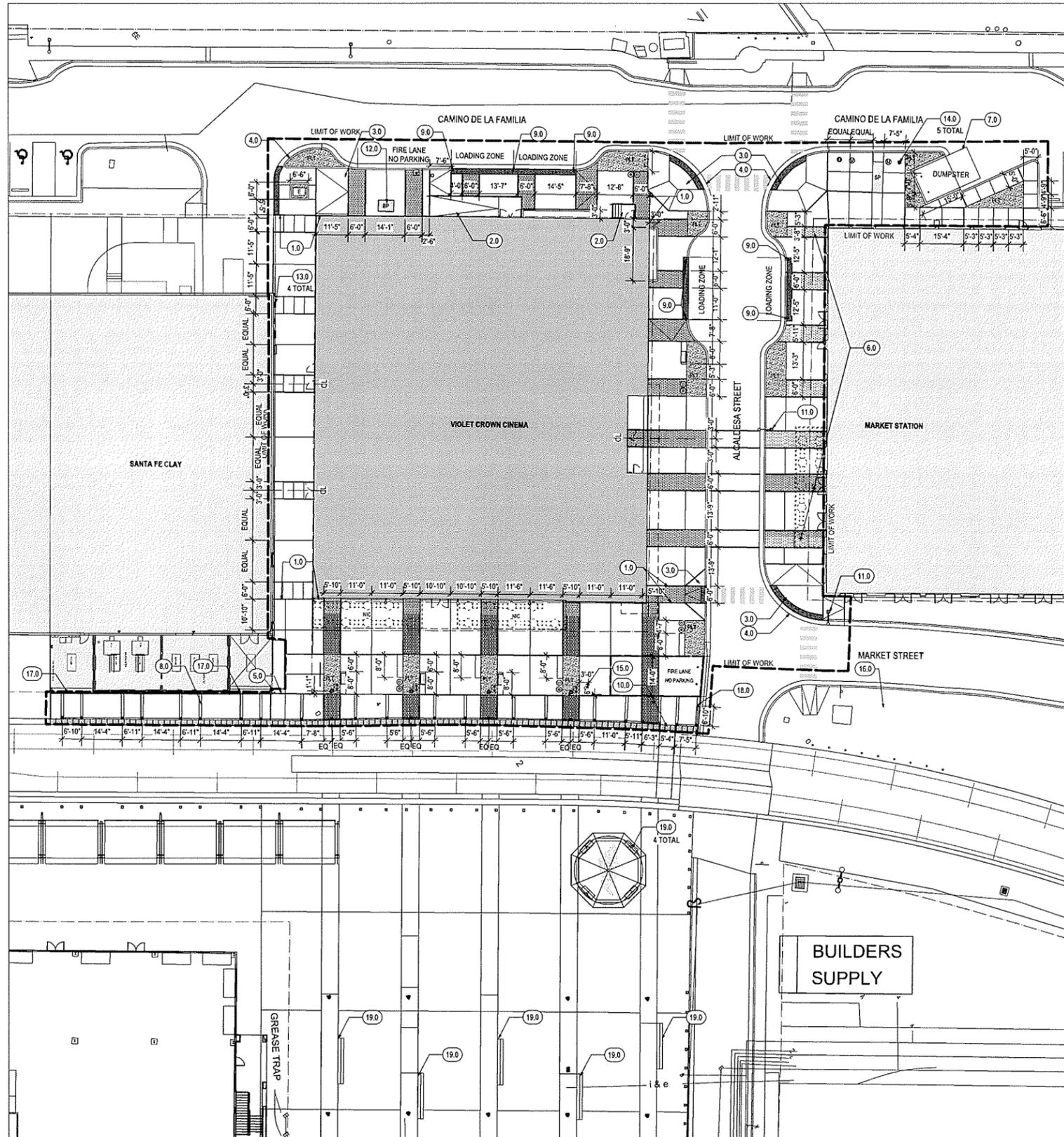
PHASE V – City Council Approved Engineering on March 19, 2014 (In Progress):

This phase addresses the subsidence of the sidewalks and plaza around the perimeter of the Market Station building and the foundation of the parking garage. Subsidence of Manhattan Street as it crosses over the parking garage entrance ramps will also be reconstructed.

ACTION RECOMMNEDED:

Recommend to the Finance Committee and the City Council approval of the SFRCC Professional Service Agreement for construction services in the North Railyard District in the amount of \$725,000.

Attachments: Site Plan
SFRCC PSA
Summary of Contracts
SFRCC Letter of Request



SITE DETAIL KEYNOTES

- 1.0 STORMWATER DRAINAGE
 - 1.1 GRAVEL SUMP L.801
- 2.0 PAVEMENTS, CURBS, JOINTS
 - 2.1 PEDESTRIAN CONCRETE: INTEGRAL COLOR L.801
 - 2.2 VEHICULAR CONCRETE: INTEGRAL COLOR L.801
 - 2.3 CONTROL JOINT L.801
 - 2.4 EXPANSION JOINT L.801
 - 2.5 PERMEABLE BRICK PAVING: 10" SUBGRADE L.801
 - 2.6 NON-PERMEABLE UNIT PAVER L.801
 - 2.7 6" CONCRETE CURB L.801
- 4.0 STRUCTURES, RAILINGS, METALS
 - 4.1 METAL RAILING L.801
- 5.0 SITE FURNITURE
 - 5.1 WOOD BOLLARD WITH CHAIN L.802
 - 5.2 BIKE RACK L.802
 - 5.3 REMOVABLE BOLLARD L.802
 - 5.4 SLAB BENCH: 8' LENGTH L.802
 - 5.5 TRASH / RECYCLING RECEPTACLE L.802
 - 5.6 SLAB BENCH: 16' LENGTH L.801
 - 5.7 SLAB BENCH: 5' LENGTH L.803

LAYOUT NOTES

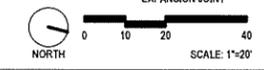
- 1.0 ALIGN WITH BUILDING FACE
- 2.0 SEE VIOLET CROWN CINEMA PLANS FOR RAMP AND STAIR INFORMATION.
- 3.0 SEE CIVIL SHEETS FOR SIDEWALK RAMP LAYOUT.
- 4.0 SEE CIVIL SHEETS FOR ROAD, CURB AND GUTTER LAYOUT.
- 5.0 ALIGN WITH FRONT OF SANTA FE CLAY BUILDING EXTENSION ON EAST FACADE.
- 6.0 ALIGN PAVING LAYOUT WITH LAYOUT ACROSS ALCADESA STREET.
- 7.0 SEE CIVIL SHEET FOR LAYOUT AND DIMENSIONS OF DUMPSTER ENCLOSURE.
- 8.0 CONTROL JOINTS ALIGNED WITH EDGE OF WOOD BOLLARD.
- 9.0 LOADING ZONE SIGN/BOLLARD LOCATION: REFER TO CIVIL ENGINEER'S PLANS FOR DETAILS AND LAYOUT.
- 10.0 LOCATION FOR FUTURE PEDESTRIAN RAILWAY CROSSING, WORK BY OTHERS, COORDINATE WITH OWNER.
- 11.0 STREET LIGHT: REFER TO CIVIL ENGINEER'S ELECTRICAL PLANS FOR LOCATION AND DETAIL.
- 12.0 REDUCED PRESSURE BACKFLOW PREVENTER FOR VIOLET CROWN THEATER. SEE CIVIL PLAN C101.
- 13.0 PROPOSED LOCATION FOR UTILITY SERVICES. REFER TO CIVIL PLAN C101.
- 14.0 EXISTING UTILITIES FOR MARKET STATION; TO REMAIN IN PLACE.
- 15.0 DIGITAL KIOSK, PROVIDED BY OWNER. REFER TO CIVIL ENGINEER'S LIGHTING PLAN FOR DETAILS. CONFIRM LOCATION OF KIOSK IN FIELD WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 16.0 ADDITIONAL BIKE RACKS REQUIRED FOR PROJECT TO BE PROVIDED AND LOCATED BY OWNER.
- 17.0 CONCRETE PAVING TO MEET FLUSH WITH EXISTING SURFACE.
- 18.0 CONFIRM LAYOUT OF WOOD BOLLARD AND ROUTING OF METAL CHAIN IN FIELD WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 19.0 CONFIRM LAYOUT OF ALL SLAB BENCHES IN THIS LOCATION IN FIELD WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

SITE FIXTURE LEGEND

- CONCRETE BENCH
- REMOVABLE BOLLARD
- GLU-LAM BOLLARD WITH METAL CHAIN
- SERPENTINE BIKE RACK, 9 BIKE CAPACITY
- ⊙ TRASH RECEPTACLE, EMBEDDED
- ⊙ RECYCLING RECEPTACLE, EMBEDDED
- ⊙ COLUMN LIGHT: PROVIDED BY OTHERS
- ⊠ IN-GROUND ELECTRIC OUTLET: SEE E201 FOR DETAIL
- ⊠ KIOSK: PROVIDED BY OTHERS
- ⊠ STEEL BENCH SEAT - MOUNTED TO CONCRETE BENCH

LINE LEGEND:

- LIMIT OF WORK
- - - PARCEL BOUNDARY
- - - CENTERLINE
- - - CONTROL JOINT
- - - EXPANSION JOINT



surroundings
 landscape
 architecture
 urbanism
 1600 Iowa Street #E3
 Santa Fe, NM 87505
 T. 505.962.3454
 F. 866.628.4578



Date	
Designed By: FO	
Drawn By: JC	
Checked By: FO	

Bohannon & Huston CITY OF SANTA FE

Department	Signature on file See cover sheet	PROJECT: SANTA FE RAILYARD ALCALDESA STREET IMPROVEMENTS TITLE: PLAZA LAYOUT PLAN L.101
Wastewater		
Water		
Streets		
Traffic		
Fire		
Landscape		
Subdivision review		

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 per approved Plaza Layout Plan dated May 8, 2014 (Exhibit "A" attached hereto) :

- A. Construction of the extension of Alcadesa Street - Infrastructure improvements between the Railroad Tracks at Market Street and Camino de la Familia.
- B. Construction of infrastructure improvements along the unfinished and demolished areas at Camino de la Familia between Santa Fe Clay and Market Station.
- C. Extension of Railyard Plaza - Infrastructure and paving improvements between railroad tracks and the Violet Crown Cinema site.

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 seven hundred twenty five thousand dollars (\$725,000), 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, 2015 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

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 # 13-00097164

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

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:** N/A
 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?:** N/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 engineering expertise.
- 15 **If extending contract, why?:** N/A
- 16 **Was a Santa Fe company awarded contract? If not, why?:** Yes -SFRCC is a local non-profit Corp.
- 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.

**SFRCC CONTRACT SUMMARY
EXHIBIT A**

SFRCC - PROFESSIONAL SERVICE AGREEMENTS		
PSA	DESCRIPTION	COMMENTS
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 st and 29 th 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).
Approved PSA #3 CC Approved 9-24-12 12-0851 Pending Clerks Office	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 areas of the North Railyard. At present, there is excessive speeding which poses a danger to pedestrians and other

		<p>vehicles. The proposed cost totals \$11,750.</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 Alcalaesa Street. Total cost is \$23,755.</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). The total cost of the increase is \$58,012.</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"> 1. West Casitas; 2. Community Building; 3. North Railyard Bollard Plan; and 4. Rail Trail Repairs (Damaged caused by Rail Runner construction). <p>Staff completed the above referenced projects in 2010, with a balance of \$51,386 (See BAR)</p>
<p>Approved PSA #4 CC approved 1-19-13 #13-0017</p>	<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 21st and 29th the Finance Committee and Public Works Committee and City Council approved \$95,000 of the \$120,000 for Fiscal Year 12/13.</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 has 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>

		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	Phase I - North Railyard Infrastructure Design (Engineering Services) surrounding the Cinema Parcel. 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 Bohannon 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 PSA #13-1131 CC 11-13-13	Phase II – Railyard Underground Parking Structure waterproofing and minor improvements are required prior to construction of Alcaheda Street. Temporary shoring of Alcaheda Street extended at each end is required for excavation and waterproofing.	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. 3. Installation of waterproofing materials along the exposed

	Budget Adjustment Request from Railyard GRT Fund.	<p>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>
Approved PSA #1 CC 04-19-14 #14-0231	<p>Baca Railyard District: Construct a (5) five foot sidewalk along Cerrillos Rd with ADA ramps.</p> <p>North Railyard District: Refinish/Preserve Wood Structures. And Phase V Engineering.</p>	<p>Refinishing Wood Structures - 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>Cerrillos Road Sidewalk -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>Market Station Subsidence - 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>
Proposed PSA CC 8-13-14	<p>North Railyard District</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 Alcaheda St. and Railyard Plaza extensions and completion of Camino de la Familia between Santa Fe Clay and Market Street at Flying Star.</p>	<p>PHASE III: 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>PHASE IV: 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"> 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. 2. Curb, gutter, paving, sidewalks, ramps, lighting, landscaping and irrigation for Alcaheda and Camino de la Familia streets. 3. New waste removal enclosure on Camino da la Familia.

**THE SANTA FE
RAILYARD
COMMUNITY CORPORATION**

July 7, 2014

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

Dear Bob,

The Santa Fe Railyard Community Corporation ("SFRCC") is requesting approval of a Professional Services Agreement for the construction of the remaining infrastructure in the North Railyard. The previously approved funding of \$858K to waterproof the south wall of the Railyard Parking Garage is 98% complete, so now Phases III and IV as described in your staff memo to the Finance Committee, dated November 4, 2013, can commence. The scope of work includes:

- Curb, gutter, sidewalks, lighting, landscaping, street paving of Alcaldesa Street from Camino de la Familia to the Railroad tracks
- Curb, gutter, sidewalks, lighting, landscaping, street paving of the unfinished portion of Camino de la Familia Street
- Hard surfaces, landscaping, irrigation, lighting, electronic information kiosk, benches, recycling containers, etc. to complete the Railyard Plaza between the railroad tracks and the new cinema building.

This infrastructure was not constructed in 2007/08 because the original design and lease included a large underground cinema footprint that encompassed the area. Construction of the original cinema was anticipated in 2009; however, the developer/tenant, Railyard Company, LLC, was not able to complete the project.

In May, 2012, a three-way agreement between the City of Santa Fe, SFRCC and the Railyard Company, LLC provided that control of the cinema parcel would revert to SFRCC. SFRCC has subsequently leased the cinema parcel to Violet Crown Cinema, who is currently building the cinema.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

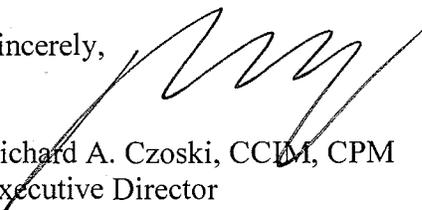
A concurrent amendment to the Railyard Lease and Management Agreement between the City and SFRCC specified that the City would fund the scope of work addressed in this request.

The design work for this project is complete and was funded under a previous PSA.

SFRCC is requesting funding in the amount of seven hundred twenty five thousand dollars (\$725,000.00) to complete the work described above. The work is anticipated to commence in September and be completed by December 31, 2014.

Please advise if you have any questions or comments. Thank you.

Sincerely,



Richard A. Czoski, CCIIM, CPM
Executive Director

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org