

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 6/4/14

ISSUE NO. 19

Request for approval of a Professional Services Agreement with Southwest Safety Services for the Water Division projects for the amount of \$60,000.00 exclusive of NMGR. (Mike Moya)

Public Utilities Committee – 6/4/14
 Finance Committee – 6/16/14
 City Council – 6/25/14

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 6/16/14 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	Absent		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Absent		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: May 27, 2014
TO: Public Utilities Committee
VIA: Nick Schiavo, Public Utilities Department & Water Division Director *NS*
FROM: Mike Moya, Transmission & Distribution Manager

ITEM AND ISSUE:

Request approval to contract with Southwest Safety Services in the amount of \$60,000 exclusive of NMGRT

BACKGROUND AND SUMMARY:

Southwest Safety is utilized for traffic control, trench safety, barricades and training. Recently some state safety regulations have changed. In an attempt to be proactive, the Transmission and Distribution Section have contracted with Southwest Safety Services for OSHA for NMDOT trainings.

Funding for this will be available in the Transmission and Distribution business unit/line item 52363.510340 upon approval of the FY 2014/2015 budget.

RECOMMENDED ACTION:

The Public Utilities Department/Water Division/Transmission and Distribution Section request approval of the contract in the amount of \$60,000.00 exclusive of NMGRT with Southwest Safety Services.

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 Southwest Safety Services (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:

A. Traffic Control Delivery and Setup: The Delivery and setup shall be within the time specified when ordered. Normal delivery will be immediate, or within (2) hours from time of order. Contractor agrees to keep all lights and equipment in good repair at all times. Any cost due to loss by damage, theft or vandalism shall be borne by the Contractor. Regular monitoring of all traffic control devices by the Contractor will be required to ensure effective traffic control. Frequency of monitoring shall be at least once daily on arterials, twice weekly for none arterials and once weekly for off roadways. More frequent monitoring, as requested by the City may be necessary depending on the field conditions.

B. Traffic Control Supervisor Certification: The Contractor shall certify in writing, that the Traffic Control Supervisor (TCS) is American Traffic Safety Services Association (ATSSA) or Associated General Contractor (AGC) certified. All traffic control setups shall be reviewed and approved by the TCS.

C. Traffic Control Devices: The Contractor shall furnish and setup traffic control devices in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

D. The Contract shall provide one copy of the traffic control diary to be maintained and kept current daily by the TCS. The copy shall be provided on a monthly basis or as requested by the Transmission and Distribution Supervisor. The traffic control diary shall become the property of the City's Sangre de Cristo Water division upon completion of the contract.

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 sixty thousand dollars (\$60,000), plus of applicable gross receipts taxes. The compensation shall be based on the rate schedule which is attached hereto as Exhibit "A".

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2015, unless sooner pursuant to Article 6 below. This Agreement may be extended for (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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

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

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

C. The Contractor shall comply with City of Santa Fe Minimum Wage, 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:
Water Division
Attn: Transmission & Distribution
Manager
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Southwest Safety Services, Inc.
P.O. Box 9227
Albuquerque, NM 87119

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS #02-37326100-1
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY 5/12/14

APPROVED:

MARCOS A. TAPIA, FINANCE DEPARTMENT

52363.510340
Business Unit Line Item

Rates Effective: 1/01/2010 - 6/30/2015

CITY OF SANTA FE

ALBUQUERQUE PHONE (505) 873-0044 FAX (505) 873-0088
 SANTA FE PHONE (505) 424-3337 FAX (505) 424-3339
 FARMINGTON PHONE (505) 324-0044 FAX (505) 564-3001

TO: CITY OF SANTA FE
 ATTN: MAYA MARTINEZ / MICHAEL MOYA
 FROM: KAREN KENDALL
 DATE: April 24, 2014



ITEM	UNIT	UNIT PRICE
RENTAL ITEMS		
TYPE I OR II BARRICADE	EA/DAY	\$0.96
TYPE III BARRICADE 6 OR 8 FT	EA/DAY	\$3.75
TYPE III BARRICADE 4 FT	EA/DAY	\$3.02
VERTICAL PANEL	EA/DAY	\$0.94
BARREL	EA/DAY	\$1.19
SIGN - SMALL 6.25 SF <	EA/DAY	\$2.19
SIGN - MEDIUM >6.5SF <16	EA/DAY	\$2.50
SIGN - LARGE 16 SF <	EA/DAY	\$3.44
LIGHT TYPE A OR C	EA/DAY	\$0.44
28" CONE	EA/DAY	\$0.75
ARROW BOARD DAILY 1-5 DAYS	EA/DAY	\$50.00
ARROW BOARD WEEKLY 6-21 DAYS	EA/DAY	\$50.00
ARROW BOARD MONTHLY 22+ DAYS	EA/DAY	\$31.25
MESSAGE BOARD DAILY 1-5 DAYS	EA/DAY	\$200.00
MESSAGE BOARD WEEKLY 6-21 DAYS	EA/DAY	\$150.00
MESSAGE BOARD MONTHLY 22 + DAYS	EA/DAY	\$100.00
8' A-CADE	EA/DAY	\$5.00
4' X 50' PLASTIC FENCE (INSTALLED)	EA/DAY	\$62.50
STEEL PEDESTRIAN RAIL (7 FT)	EA/DAY	\$3.25
1" X 4' X 10' STEEL PLATE	EA/DAY	\$9.00
1 1/4" X 5' X 8" STEEL PLATE	EA/DAY	\$10.50
2 1/4" X 5' X 12' STEEL PLATE	EA/DAY	\$13.50
3 LEGGED SLING FOR LIFTING PLATES	EA/DAY	\$5.50
CONCRETE BARRIER 10 FT SECTION	EA/DAY	\$5.00
CONCRETE BARRIER LIFTING DEVICE	EA/DAY	\$25.00
LABOR		
NON CRITICAL DELIVERY / ADD ON / PICK UP	HR	\$45.00
CRITICAL DELIVERY / ADD ON / PICK UP	HR	\$65.00
LABORER AND VEHICLE	HR	\$57.50
CERTIFIED TRAFFIC CONTROL TECHNICIAN (TCT) WITHOUT TRUCK	HR	\$50.31
CERTIFIED FLAG PERSON	HR	\$50.31
STEEL CROSSING PLATE DELIVERY AND/OR PICK UP PORT TO PORT	HR	\$50.00
CONCRETE BARRIER DELIVERY AND/OR PICK UP PORT TO PORT	HR	\$50.00
REPAIR AND MAINTENANCE OF CITY OWNED VARIABLE MESSAGE BOARDS, LABOR ONLY	HR	\$60.00
ONE-TIME CHARGES		
FLAGLINE	EA	\$7.50
SPECIAL OR BUSINESS ACCESS SIGN (EA)	EA	\$45.00
SANDBAGS	EA	\$1.25
FLAG WITH DOWEL	EA	\$2.50
CAUTION TAPE (1000 FT)	EA	\$15.00
REPAIR AND MAINTENANCE OF CITY OWNED VARIABLE MESSAGE BOARDS, PARTS, COST PLUS 15 %		1.15 %

Exhibit "A"



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

Section to be completed by department for each contract or contract amendment

- | | | | | |
|---|-------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AMENDMENT | <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 Southwest Safety Services

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$60,000.00

Termination Date: June 30, 2015

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

Contract is for: Traffic Control

Amendment # _____ to the Original Contract# 10-1175

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

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

Amendment is for: _____

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

Amount \$ _____ of original Contract# _____ Termination Date: _____
Reason: traffic control services

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ _____



**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:** 3 bids received lowest bidder awarded. Contract on 1 of 4 years
example: (First year of 4 year contract)

7 **Funding Source:** Water Division **BU/Line Item:** 52363.51034

8 **Any out-of-the ordinary or unusual issues or concerns:**
See memo
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez Phone # 4271

Division Contract Administrator: Maya Martinez

Division Director: Nick Schiavo

Department Director: Nick Schiavo

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

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Obtained 3 quotes, went with the lowest quote

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

13 **Describe service impact from an ongoing commitment to the contractor:** Favorable.

14 **Why staff cannot perform the work?:** This is specialized needed in assistance of the work T&D does.

15 **If extending contract, why?:** NA

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes.

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

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

To be recorded by City Clerk:

Contract # _____

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