



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 Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

A. Generally consist of providing barricading and traffic control services as requested by various City Departments to minimize hazards by use of standard traffic control practices. The City will manage this contract to meet City, State and Federal traffic control requirements. Services provided by the Contractor shall generally consist of providing on-call barricading services including, but not limited to, preparing traffic control plans, coordinating permits, and deploying traffic control devices in support of the City's construction, maintenance, special events and emergency services. The City offers no guarantees regarding the actual amount or duration of Work to be performed by the Contractor. The City reserves the right to perform work with its own personal and resources and to award other contracts for similar services.

(1) **Preconstruction meeting** The Contractor shall meet with the City staff prior to the start of Work on each project to determine the extent and scope of work for each work order or assignment. When required by the City, the Contractor may need to attend meeting with City representatives, other contractors, and property owners at no additional cost.

(2) **Definitions**

- a. **Work Order:** A request by the City to the Contractor for a barricading action. Also includes a Barricade Action Request as defined below in this section.
- b. **Traffic Control Plan (TCP):** A detailed drawing showing all existing roadways, traffic lanes, traffic movements; as well as proposed signs, traffic control devices, and roadway striping. Plan shall include the type and location of all proposed equipment to be used to ensure safety to the workers and traveling public.
- c. **City:** City of Santa Fe, or "the City".
- d. **Major City Streets:** Identified as Principal Arterial, Minor arterial, or Collector on the latest functional classification map as identified by the Santa Fe Metropolitan planning organization.
- e. **Reset:** a Reset shall include resetting of traffic control devices for a specific work zone with devices previously used in work area.

- f. **Add-on:** Add barricades or traffic control devices to amend and existing work zone.
- g. **Set-Off:** A Set-Off shall include removal of barricade equipment and traffic control devices to the side of the roadway to be rest the following day.
- h. **Delivery:** The initial placement of barricades and traffic control equipment for a work order request. Delivery shall also include set-up as defined herein.
- i. **Pick-up:** The final removal of all barricades and traffic control equipment placed in or adjacent to City streets requested by the City at the conclusion of a Work Order.
- j. **Partial Pick-up:** A Partial Pick-up shall include removal of a portion of the traffic control devices in an active work zone, as requesting by the City, resulting in a modified traffic control work zone and/or opening of all or some of the traffic lanes.
- k. **Barricade Action Request:** This includes any request of the Contractor by the City for the Delivery, Add-on, Partial Pick-up, Pick-up, Reset, or Set-off of traffic control devices.
- l. **Confirmation of receipt of the action request:** The Contractor's confirmation to the requesting City user that the request has been received.

**m. Confirmation of action completion:** The Contractor's confirmation that an action is complete.

**(3) Performance of Work**

Contractor shall perform all Work in accordance with direction given by, and to the satisfaction of, the City. Unless otherwise notified in writing, all contract directions from the City shall come from the City Construction Coordination Section Manager, also referred to herein as the City Construction Coordinator. All contract correspondence shall be directed to the attention of the City Construction Coordinator. The Contractor shall perform all Work with due diligence, care and safety; in a good and workmanlike manner; and provides competent supervision of the Work performed. Contractor shall ensure that an excavation and barricading permit or special events permit is obtained from the City, or other appropriate governmental agency, prior to commencing all Work. Submission of approved traffic control plans to the City or other appropriate governmental agency may be a requirement in order to obtain the necessary permits.

With the exception of the actual permit fees required by the appropriate governmental agency, all costs associated with traffic control shall be included in the cost of performing the Work. The actual permit fees will be reimbursed if the Contractor is charged permit fees and they are added to the Contractor's invoice and a

copy of the permit showing the actual fees charged is submitted.  
No additional markups will be paid.

Contractor shall be responsible for providing all necessary labor, materials, and equipment including but not limited to, advance warning signs, barricades, flagmen, arrow panel boards, barrels, or other retro-reflective devices necessary to perform the Work in accordance with all permits, the City Standard Specifications regarding traffic control, and the Manual on Uniform Traffic Control Devices (MUTCD). Traffic control shall be performed by the contractor's own personnel. The Contractor shall be responsible for providing competent personnel certified as Traffic Control Supervisors (TCS) and/or Traffic Control Technicians (TCT).

**(4) Traffic Control Plans**

Placement of temporary traffic control devices including pavement markings, signs, lighting devices, impact attenuation devices, portable barriers, information and guide signs, etc. shall be in accordance with the following:

a. Manual on Uniform Traffic Control Devices (MUTCD),  
Part VI (latest edition)

b. City of Santa Fe's standard traffic control detail  
sheets;

c. The City of Santa Fe's Standard Specifications for  
Public Works construction, Sections 19, 120, and 2400 (latest  
edition);

d. As directed by the Manager of the City of Santa Fe's Construction Coordination Division (the "Construction Coordinator);

e. A specific Traffic Control Plan (TCP) submitted to the Construction Coordinator;

f. The more specific direction shall take precedence over the less specific.

g. Any modification to an existing traffic control installation shall be the sole responsibility of the Contractor. The Contractor's judgment shall prevail in cases where a City user department, other than Municipal Development or Police, and the Contractor cannot agree on a proper traffic control installation. Upon request of the City, the Contractor shall provide a specific TCP detailing placement of all equipment prior to installation of any traffic control device, temporary pavement marking, sign, lighting device, impact attenuation device, portable barrier, information and guide sign, etc.

**(5) Devices**

a. All traffic control devices, temporary pavement markings, signs, lighting devices, impact attenuating devices, portable barriers, special signs, etc. shall conform with Part VI of the Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations, latest edition of the MUTCD.

b. The Contractor shall maintain a warehouse inventory of traffic control devices for the use in work zones, utility emergencies, and special events necessary to meet the requirements of the City services requested under this contract. All installed equipment shall be in "Acceptable" or better condition, as defined by the ATSSA "Quality Standards for Work Zone Traffic Control Devices" publication. The Contractor shall provide information and guide signs, also referred to as "special" or "business access signs", within twenty-four (24) hours of request by the City.

**(6) Personnel**

The Contractor shall maintain personnel certified as Traffic Control Supervisors (TCS) and/or Traffic Control Technicians (TCT). Certified personnel shall possess proof of certification at all times and shall provide proof of certification immediately upon request by the City of Santa Fe's Construction Coordinator or the Construction Coordinator's designee. Certification of personnel shall be in accordance with the "American Traffic Safety Services Association" (ATSSA), the "Association of General Contractors" (AGC), or other agency approved by the City of Santa Fe's Construction Coordinator. The Contractor shall provide the City with an updated list of all certified employees and their responsibilities four times per year upon request by the City of Santa Fe's Construction Coordinator.



**(7) Work Orders**

The City shall make all barricade action requests with a reference Work Order. The Contractor shall utilize the 311 case CRM number, CRO number, or work order number, depending on the City Department requesting barricading services, in all communication and invoicing with the City. The Contractor shall respond to the Work Order based on two classifications reflected in the bid item:

a. Critical Work Orders

b. Non-Critical Work Orders

Costs associated with critical and non-critical provisions shall be reflected in accordance with the bid items.

**(I) Critical Work Orders**

All Work Order involving situations which present an immediate danger to the public; all pre-scheduled work orders requested with less than four (4) hours notification prior to set-up; and all work orders for traffic control installations to be placed on Major City Streets. On emergency response projects, the Contractor shall be at the job site and commence action on critical Work Order requests within forty-five minutes of a Barricade Action Request. When requested within four hours on non-emergency, pre-scheduled requests, the Contractor

shall have all barricades complete, and in-place, by the requested time.

(II) Critical Work Orders on Major City Streets will require the Contractor to prepare a TCP, mobilize equipment and personnel, deliver and install the equipment at the site in conformance with the TCP. For pre-scheduled work on Major City Streets, the Contractor shall have the barricades complete, and in-place, by the requested time. Delivery and barricade set-up shall commence no sooner than necessary to have barricades in place by requested time. The Contractor shall be on-site to commence Pick-up on critical work orders on Major City Streets within 30 minutes of notification by City.

(III) Contractor shall not charge, nor shall the City be responsible for payment, for any barricade action on any Critical Work Order that is not performed within the time required in section 3.7.4.

**c. Non-Critical Work Orders** - All Work Orders not identified as critical; all pre-scheduled Work Orders with four (4) or more hours of advance notification not a Major City Street; and all special events (State Fair, Civic Plaza activities). The City will initiate requests for non-critical Work Orders within a minimum for four hours advance notice. The Contractor shall schedule the Barricade Action Request in conformance with the Work Order. Contractor shall not charge, nor shall the City be

responsible for payment, for any barricade action on any Non-critical Work Order that is not Delivered or Picked-up within thirty minutes of the required time frames of the Work Order. The Contractor shall immediately notify the requesting City user department if adverse weather or hazardous road conditions may delay a requested barricade action.

Contractor shall not charge, nor shall the City be responsible for payment, for any Barricade Action Request on any Non-critical Work Order that is not performed within the time required in section 3.7.5.

**(8) Maintenance**

a. All traffic control devices placed shall be maintained such that it is clean, visible and in "Acceptable" or better condition, as defined by the ATSSA "Quality Standard for Work Zone Traffic Control Devices" publication. The Contractor shall replace or maintain any damaged and/or unclean device within one hour of notification by the City of Santa Fe's Construction Coordinator or his designee. Separate payment shall not be made for this response or any corrective actions taken. The Contractor shall maintain a graffiti-free work zone. Graffiti-clad equipment shall be replaced or maintained within one hour of notification by the City of Santa Fe's Construction Coordinator or his designee. Separate payment shall not be made for this response or any corrective actions taken. The Contractor shall be responsible for any additional maintenance created by adverse weather conditions

such as wind, rain, or snow and/or related conditions to maintain the effectiveness of the work zone. Separate payment shall not be made for this response or any corrective actions taken.

b. Contractor shall respond immediately upon notification by the City to correct deficiencies presenting a danger to public safety. Separate payment shall not be made for this response or any corrective actions taken.

c. The Contractor shall inspect all Work Order sites located on Major City Streets a minimum of once every 12 hours. The Contractor shall correct any deficiencies, identified during the inspection immediately. Separate payment shall not be made for any corrective actions taken. The Contractor shall inspect all Work Order sites related to local roadways a minimum of once every 24 hours. The Contractor shall correct any deficiencies, identified during the inspection immediately. Separate payment shall not be made for corrective actions taken.

d. Contractor shall maintain a current maintenance log of all Work Order maintenance actions. The maintenance log shall include date, time, location, and action taken for each barricaded site. A copy of any and all maintenance logs shall be made available to the City of Santa Fe's

e. Construction Coordinator or his designee upon demand The Construction Coordinator, or his designee, may inspect Work Order sites periodically to determine Contractor compliance of requirements of this agreement.

f. If the Contractor has not performed the maintenance requested by the City at work site as required herein, the City shall not pay for the services, including barricade rental, for that day and all subsequent days until the required maintenance is performed. The time for beginning non-payment shall commence from the time the notice is sent to the Contractor except for regular maintenance required in 3.8.6 and 3.8.7 which shall commence at noon each day.

**(9) Set-up**

Set-up shall include preparing a TCP, mobilization of personnel, equipment and materials and installation of the equipment at the work site. The Contractor shall determine the resources necessary to complete the work zone installation for the Work Order by the requested time. Non-standard barricading, and/or barricade rental only (no labor) may be used with special events or incident management.

**(10) Pick-up**

a. A Pick-up shall include removal of all traffic control devices related to a specific Work Order from a work site by the Contractor. Pick-up time limits shall be identified in the Work Order. In Disputes regarding the date of a Pick-up, payment shall be based on a Pick-up request log maintained by the City user department.

b. A Partial Pick-up shall include removal of a portion of the traffic control devices in a work zone and

resulting in a modified traffic control work zone and/or opening all or some of the traffic lanes.

**(11) Reset/Set-Off/Add-on**

a. A reset shall include resetting traffic control devices for a specific work zone. The resetting of the traffic control devices at the work zone shall be accomplished with devices previously used in work area, but removed as part of a previous pick-up, partial pick-up, or set-off. A Reset may also include rearranging existing traffic control devices to accommodate a modified work zone.

b. A Set-off shall include removal of barricade equipment and traffic control devices to the side of the roadway to be reset the following day.

c. An Add-on is amending an existing work zone by adding additional traffic control devices. If additional traffic control devices are added to a work zone, and the existing traffic control devices are also modified, the work shall be considered an Add-on. A Reset shall not be charged in addition to an Add-on for the same Barricade Action Request.

**(12) Measurement and Payment**

a. The City shall pay the Contractor for the Work performed in accordance with the schedule of items contained in the Bid Proposal. Contractor shall not proceed with any Work assignment without written authorization from the City.

b. Contractor will submit monthly invoices to the City Department that requested the Contractor's services no later than the 25<sup>th</sup> of each month. Each service request shall produce a separate invoice which shall include sufficient backup documentation to each billing, including PeopleSoft 311 CRM case numbers or copies of invoices for permit fees, if applicable. Contractor agrees to abide by the decision of the City Construction Coordinator for any Contractor services performed that are disallowed and not paid for by the City unless such services are specifically authorized in advance. An equipment day shall be defined as "time of placement to time of removal." Time of placement shall be taken of confirmation of the delivery action being completed. Time of removal shall be taken as the time the removal action is requested: One day shall be any period of placement up to 24.0 hours; Two days will run from over 24 hours to 48.0 hours; Three days will run from over 48 hours to 72.0 hours, etc. Hourly charges for labor and/or vehicle shall start when the Contractor leaves the company's storage yard or other location and ends when Contractor arrives back at Company's storage yard, or other location. If the Contractor originates from another location, the stop/start time for each order shall be the same, approximately midway between the project locations. However, in no case shall the Contractor invoice the City for more than 30 minutes or more than the time it takes to deliver from the Contractor's yard to the project location.

**(13) Barricade Action Request and Confirmation**

a. Only barricades (type I, type II, type III, vertical panels, tubular markers, cones, or channelization drums) will be considered for measurement of the number of barricades included in each type of Barricade Action Request. All signing, striping, and other types of traffic control devices are not to be included in the measurement of barricades for different types of Barricade Action Requests. No payment will be made for loading, unloading, or other activities within the Contractor's yard. The City will not pay for equipment identified and/or reported to the Contractor as defective or "Unacceptable" (as defined by the ATSSA "Quality Standards for Work Zone Traffic Control Devices" publication) for the period from the notification to the Contractor until the condition is remedied, and confirmation is received by the User Department

b. The Contractor may conduct business using telephone, facsimile, or electronic mail at their discretion. The Contractor shall be capable of receiving barricade action requests both by telephone and electronically and confirming receipt of the action request in the established manner continuously (twenty-four (24) hours a day, seven (7) days a week)

**(14) Special Events**

If requested by the City's Construction Coordination Section, the Contractor shall provide personnel on-site to attend meetings for the coordination of services of special events at which



barricade services will be required. During a special event, the Contractor shall inspect all sites where barricades are placed a minimum of once every four (4) hours. The Contractor shall correct any deficiencies identified during the inspection at no additional cost.

**(15) Operational Requirements**

a. By 12:00 (noon) on Monday, or the next workday after a Monday Holiday, the Contractor shall e-mail an electronic data file in Excel format containing the invoice information for the previous week's activities to each user contact. The data file shall include, but not limited to, the following information:

- (I) PeopleSoft 311 CRM Case Number/CRO/Work Order Number
- (II) Project location
- (III) Barricade actions (deliver, set-off, pickup, any maintenance activity performed in prior week, etc.)
- (IV) Listing of all standard and requested maintenance activities
- (V) Number of barricades by barricade type
- (VI) Cost of this project for this time period
- (VII) City entity for invoicing
- (VIII) Any credits due City for late or non-performance
- (IX) Contractor shall communicate and resolve

inconsistencies with the user department prior to inclusion of the charges in the invoice submittal. Charges not reconciled shall not be invoiced that period and shall be resolved and included on the

next invoice cycle. It is the Contractor's responsibility to initiate resolution of any charges not reconciled and invoiced.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred thousand dollars(\$100,000.00), inclusive of applicable gross receipts taxes per year for a maximum of up to four (4)years. The total maximum amount not to exceed four hundred thousand dollars and zero cents (\$400,000) 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 and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on December 31, 2018, 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, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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

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

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

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract. The Contractor shall abide by all EPA and OSHA safety standards and regulations.

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:**  
200 Lincoln Ave  
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:  
Southwest Safety Ser.

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

\_\_\_\_\_  
NAME AND TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CRS # 02-373261-000  
City of Santa Fe Business  
Registration # 14-00110865

APPROVED AS TO FORM:

MDM 1/6/15  
KELLEY A. BRENNAN,  
CITY ATTORNEY

APPROVED:

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

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM

<p align="center"><b>ACTION SHEET</b></p> <p align="center"><b>PUBLIC WORKS/CIP &amp; LAND USE COMMITTEE MEETING OF 01/12/15</b></p> <p align="center"><b>ITEM FROM FINANCE COMMITTEE MEETING OF 01/05/15</b></p>
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**ISSUE:**

6. Bid No. 15/08/B – Barricading and Traffic Control Services City-Wide; Southwest Safety Services, Inc. (Isaac Pino)

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

Requested approval of Bid No. 15/08/B for Barricading and Traffic Control Services city-wide with Southwest Safety Services, Inc. in the amount of \$100,000 inclusive of gross receipts tax. Budget is available in various funds.

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

Include 4 year term in the professional services agreement before City Council.

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

# City of Santa Fe, New Mexico

## memo

**DATE:** December 5, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Officer  
Purchasing Office *RA*  
*12/10/14*

**VIA:** Oscar S. Rodriguez  
Finance Director *[Signature]*

**ISSUE:** Award of Bid # '15/08/B  
Barricade Service – City Wide

### SUMMARY:

On November 13, 2014, one bid was received for the procurement of the above referenced service as follows:

	<u>Bid Amount</u>
Southwest Safety Services, Albuquerque	
Total Bid Amount	\$635,061.71

The using department has reviewed the bid and recommends the award to Southwest Safety Services, Albuquerque in the approximate amount of \$100,000.00 inclusive of GRT annually for a period of four years.

The funding for these services will be budgeted as needed by various city departments.

### ACTION:

It is requested that this recommendation of award to Southwest Safety Services, Albuquerque in the approximate amount of \$100,000.00 annually for a four year period be reviewed, approved and submitted to the City Council for its consideration.

### Attachments:

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

CITY OF SANTA FE  
PURCHASING OFFICE  
BID TABULATION SHEET

**Barricade Services - Citywide**

[illegible]

# City of Santa Fe, New Mexico

# memo

**DATE:** January 5, 2015

**TO:** Finance Committee  
Public Works, CIP & Land Use Committee

**VIA:**   
Isaac J. Pino, P.E., Public Works Department Director

**FROM:** Robert Rodarte, Purchasing Officer, Finance Division  
Bobbi Mossman, Public Works & Trans. Depts. Fiscal Administrator

**SUBJECT:** Request for approval RFB 15/08/B,  
Barricading Services for Citywide

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**Summary:**

The Request for Bids was advertised and received during the month of November 2014, with the following bid information being received:

Southwest Safety Services - \$635,061.71 (tax inclusive)

The agreement with Southwest Safety Services is in the amount of one hundred thousand dollars and zero cents (\$100,000) inclusive of gross receipt tax with the option to renew for an additional period of three years for a total amount of four hundred thousand dollars (\$400,000). Funding will be made available in various city departments business units/line items depending on need.

**Recommended Action:**

It is requested this agreement with Southwest Safety Services, be reviewed, approved and submitted to City Council for its consideration.

**Attachments:**

Summary of contracts  
PSA

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 Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

A. Generally consist of providing barricading and traffic control services as requested by various City Departments to minimize hazards by use of standard traffic control practices. The City will manage this contract to meet City, State and Federal traffic control requirements.

Services provided by the Contractor shall generally consist of providing on-call barricading services including, but not limited to, preparing traffic control plans, coordinating permits, and deploying traffic control devices in support of the City's construction, maintenance, special events and emergency services. The City offers no guarantees regarding the actual amount or duration of Work to be performed by the Contractor. The City reserves the right to perform work with its own personal and resources and to award other contracts for similar services.

(1)     **Preconstruction meeting** The Contractor shall meet with the City staff prior to the start of Work on each project to determine the extent and scope of work for each work order or assignment. When required by the City, the Contractor may need to attend meeting with City representatives, other contractors, and property owners at no additional cost.

(2)     **Definitions**

- a. **Work Order:** A request by the City to the Contractor for a barricading action. Also includes a Barricade Action Request as defined below in this section.
- b. **Traffic Control Plan (TCP):** A detailed drawing showing all existing roadways, traffic lanes, traffic movements; as well as proposed signs, traffic control devices, and roadway striping. Plan shall include the type and location of all proposed equipment to be used to ensure safety to the workers and traveling public.
- c. **City:** City of Santa Fe, or "the City".
- d. **Major City Streets:** Identified as Principal Arterial, Minor arterial, or Collector on the latest functional classification map as identified by the Santa Fe Metropolitan planning organization.
- e. **Reset:** a Reset shall include resetting of traffic control devices for a specific work zone with devices previously used in work area.



- f. **Add-on:** Add barricades or traffic control devices to amend and existing work zone.
- g. **Set-Off:** A Set-Off shall include removal of barricade equipment and traffic control devices to the side of the roadway to be rest the following day.
- h. **Delivery:** The initial placement of barricades and traffic control equipment for a work order request. Delivery shall also include set-up as defined herein.
- i. **Pick-up:** The final removal of all barricades and traffic control equipment placed in or adjacent to City streets requested by the City at the conclusion of a Work Order.
- j. **Partial Pick-up:** A Partial Pick-up shall include removal of a portion of the traffic control devices in an active work zone, as requesting by the City, resulting in a modified traffic control work zone and/or opening of all or some of the traffic lanes.
- k. **Barricade Action Request:** This includes any request of the Contractor by the City for the Delivery, Add-on, Partial Pick-up, Pick-up, Reset, or Set-off of traffic control devices.
- l. **Confirmation of receipt of the action request:** The Contractor's confirmation to the requesting City user that the request has been received.

m. **Confirmation of action completion:** The Contractor's confirmation that an action is complete.

**(3) Performance of Work**

Contractor shall perform all Work in accordance with direction given by, and to the satisfaction of, the City. Unless otherwise notified in writing, all contract directions from the City shall come from the City Construction Coordination Section Manager, also referred to herein as the City Construction Coordinator. All contract correspondence shall be directed to the attention of the City Construction Coordinator. The Contractor shall perform all Work with due diligence, care and safety; in a good and workmanlike manner; and provides competent supervision of the Work performed. Contractor shall ensure that an excavation and barricading permit or special events permit is obtained from the City, or other appropriate governmental agency, prior to commencing all Work. Submission of approved traffic control plans to the City or other appropriate governmental agency may be a requirement on order to obtain the necessary permits. With the exception of the actual permit fees required by the appropriate governmental agency, all costs associated with traffic control shall be included in the cost of performing the Work. The actual permit fees will be reimbursed if the Contractor is charged permit fees and they are added to the Contractor's invoice and a

copy of the permit showing the actual fees charged is submitted.

No additional markups will be paid.

Contractor shall be responsible for providing all necessary labor, materials, and equipment including but not limited to, advance warning signs, barricades, flagmen, arrow panel boards, barrels, or other retro-reflective devices necessary to perform the Work in accordance with all permits, the City Standard Specifications regarding traffic control, and the Manual on Uniform Traffic Control Devices (MUTCD). Traffic control shall be performed by the contractor's own personnel. The Contractor shall be responsible for providing competent personnel certified as Traffic Control Supervisors (TCS) and/or Traffic Control Technicians (TCT).

**(4) Traffic Control Plans**

Placement of temporary traffic control devices including pavement markings, signs, lighting devices, impact attenuation devices, portable barriers, information and guide signs, etc. shall be in accordance with the following:

a. Manual on Uniform Traffic Control Devices (MUTCD), Part VI (latest edition)

b. City of Santa Fe's standard traffic control detail sheets;

c. The City of Santa Fe's Standard Specifications for Public Works construction, Sections 19, 120, and 2400 (latest edition);

d. As directed by the Manager of the City of Santa Fe's Construction Coordination Division (the "Construction Coordinator");

e. A specific Traffic Control Plan (TCP) submitted to the Construction Coordinator;

f. The more specific direction shall take precedence over the less specific.

g. Any modification to an existing traffic control installation shall be the sole responsibility of the Contractor. The Contractor's judgment shall prevail in cases where a City user department, other than Municipal Development or Police, and the Contractor cannot agree on a proper traffic control installation. Upon request of the City, the Contractor shall provide a specific TCP detailing placement of all equipment prior to installation of any traffic control device, temporary pavement marking, sign, lighting device, impact attenuation device, portable barrier, information and guide sign, etc.

**(5) Devices**

a. All traffic control devices, temporary pavement markings, signs, lighting devices, impact attenuating devices, portable barriers, special signs, etc. shall conform with Part VI of the Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations, latest edition of the MUTCD.

b. The Contractor shall maintain a warehouse inventory of traffic control devices for the use in work zones, utility emergencies, and special events necessary to meet the requirements of the City services requested under this contract. All installed equipment shall be in "Acceptable" or better condition, as defined by the ATSSA "Quality Standards for Work Zone Traffic Control Devices" publication. The Contractor shall provide information and guide signs, also referred to as "special" or "business access signs", within twenty-four (24) hours of request by the City.

**(6) Personnel**

The Contractor shall maintain personnel certified as Traffic Control Supervisors (TCS) and/or Traffic Control Technicians (TCT). Certified personnel shall possess proof of certification at all times and shall provide proof of certification immediately upon request by the City of Santa Fe's Construction Coordinator or the Construction Coordinator's designee. Certification of personnel shall be in accordance with the "American Traffic Safety Services Association" (ATSSA), the "Association of General Contractors" (AGC), or other agency approved by the City of Santa Fe's Construction Coordinator. The Contractor shall provide the City with an updated list of all certified employees and their responsibilities four times per year upon request by the City of Santa Fe's Construction Coordinator.

**(7) Work Orders**

The City shall make all barricade action requests with a reference Work Order. The Contractor shall utilize the 311 case CRM number, CRO number, or work order number, depending on the City Department requesting barricading services, in all communication and invoicing with the City. The Contractor shall respond to the Work Order based on two classifications reflected in the bid item:

a. Critical Work Orders

b. Non-Critical Work Orders

Costs associated with critical and non-critical provisions shall be reflected in accordance with the bid items.

**(I) Critical Work Orders** - All Work Order involving situations which present an immediate danger to the public; all pre-scheduled work orders requested with less than four (4) hours notification prior to set-up; and all work orders for traffic control installations to be placed on Major City Streets. On emergency response projects, the Contractor shall be at the job site and commence action on critical Work Order requests within forty-five minutes of a Barricade Action Request. When requested within four hours on non-emergency, pre-scheduled requests, the Contractor shall have all barricades complete, and in-place, by the requested time.

(II) Critical Work Orders on Major City Streets will require the Contractor to prepare a TCP, mobilize equipment and personnel, deliver and install the equipment at the site in conformance with the TCP. For pre-scheduled work on Major City Streets, the Contractor shall have the barricades complete, and in-place, by the requested time. Delivery and barricade set-up shall commence no sooner than necessary to have barricades in place by requested time. The Contractor shall be on-site to commence Pick-up on critical work orders on Major City Streets within 30 minutes of notification by City.

(III) Contractor shall not charge, nor shall the City be responsible for payment, for any barricade action on any Critical Work Order that is not performed within the time required in section 3.7.4.

c. **Non-Critical Work Orders** - All Work Orders not identified as critical; all pre-scheduled Work Orders with four (4) or more hours of advance notification not a Major City Street; and all special events (State Fair, Civic Plaza activities). The City will initiate requests for non-critical Work Orders within a minimum for four hours advance notice. The Contractor shall schedule the Barricade Action Request in conformance with the Work Order. Contractor shall not charge, nor shall the City be responsible for payment, for any barricade action on any Non-

critical Work Order that is not Delivered or Picked-up within thirty minutes of the required time frames of the Work Order. The Contractor shall immediately notify the requesting City user department if adverse weather or hazardous road conditions may delay a requested barricade action.

Contractor shall not charge, nor shall the City be responsible for payment, for any Barricade Action Request on any Non-critical Work Order that is not performed within the time required in section 3.7.5.

**(8) Maintenance**

- a. All traffic control devices placed shall be maintained such that it is clean, visible and in "Acceptable" or better condition, as defined by the ATSSA "Quality Standard for Work Zone Traffic Control Devices" publication. The Contractor shall replace or maintain any damaged and/or unclean device within one hour of notification by the City of Santa Fe's Construction Coordinator or his designee. Separate payment shall not be made for this response or any corrective actions taken. The Contractor shall maintain a graffiti-free work zone. Graffiti-clad equipment shall be replaced or maintained within one hour of notification by the City of Santa Fe's Construction Coordinator or his designee. Separate payment shall not be made for this response or any corrective actions taken. The Contractor shall be responsible for any additional maintenance created by adverse weather conditions such as



- wind, rain, or snow and/or related conditions to maintain the effectiveness of the work zone. Separate payment shall not be made for this response or any corrective actions taken.
- b. Contractor shall respond immediately upon notification by the City to correct deficiencies presenting a danger to public safety. Separate payment shall not be made for this response or any corrective actions taken.
- c. The Contractor shall inspect all Work Order sites located on Major City Streets a minimum of once every 12 hours. The Contractor shall correct any deficiencies, identified during the inspection immediately. Separate payment shall not be made for any corrective actions taken. The Contractor shall inspect all Work Order sites related to local roadways a minimum of once every 24 hours. The Contractor shall correct any deficiencies, identified during the inspection immediately. Separate payment shall not be made for corrective actions taken.
- d. Contractor shall maintain a current maintenance log of all Work Order maintenance actions. The maintenance log shall include date, time, location, and action taken for each barricaded site. A copy of any and all maintenance logs shall be made available to the City of Santa Fe's
- e. Construction Coordinator or his designee upon demand The Construction Coordinator, or his designee, may inspect Work

Order sites periodically to determine Contractor compliance of requirements of this agreement.

- f. If the Contractor has not performed the maintenance requested by the City at work site as required herein, the City shall not pay for the services, including barricade rental, for that day and all subsequent days until the required maintenance is performed. The time for beginning non-payment shall commence from the time the notice is sent to the Contractor except for regular maintenance required in 3.8.6 and 3.8.7 which shall commence at noon each day.

**(9) Set-up**

Set-up shall include preparing a TCP, mobilization of personnel, equipment and materials and installation of the equipment at the work site. The Contractor shall determine the resources necessary to complete the work zone installation for the Work Order by the requested time. Non-standard barricading, and/or barricade rental only (no labor) may be used with special events or incident management.

**(10) Pick-up**

- a. A Pick-up shall include removal of all traffic control devices related to a specific Work Order from a work site by the Contractor. Pick-up time limits shall be identified in the Work Order. In Disputes regarding the date of a Pick-up, payment shall be based on a Pick-up request log maintained by the City user department.

b. A Partial Pick-up shall include removal of a portion of the traffic control devices in a work zone and resulting in a modified traffic control work zone and/or opening all or some of the traffic lanes.

**(11) Reset/Set-Off/Add-on**

a. A reset shall include resetting traffic control devices for a specific work zone. The resetting of the traffic control devices at the work zone shall be accomplished with devices previously used in work area, but removed as part of a previous pick-up, partial pick-up, or set-off. A Reset may also include rearranging existing traffic control devices to accommodate a modified work zone.

b. A Set-off shall include removal of barricade equipment and traffic control devices to the side of the roadway to be reset the following day.

c. An Add-on is amending an existing work zone by adding additional traffic control devices. If additional traffic control devices are added to a work zone, and the existing traffic control devices are also modified, the work shall be considered an Add-on. A Reset shall not be charged in addition to an Add-on for the same Barricade Action Request.

**(12) Measurement and Payment**

a. The City shall pay the Contractor for the Work performed in accordance with the schedule of items contained

in the Bid Proposal. Contractor shall not proceed with any Work assignment without written authorization from the City.

b. Contractor will submit monthly invoices to the City Department that requested the Contractor's services no later than the 25<sup>th</sup> of each month. Each service request shall produce a separate invoice which shall include sufficient backup documentation to each billing, including PeopleSoft 311 CRM case numbers or copies of invoices for permit fees, if applicable. Contractor agrees to abide by the decision of the City Construction Coordinator for any Contractor services performed that are disallowed and not paid for by the City unless such services are specifically authorized in advance. An equipment day shall be defined as "time of placement to time of removal." Time of placement shall be taken of confirmation of the delivery action being completed. Time of removal shall be taken as the time the removal action is requested: One day shall be any period of placement up to 24.0 hours; Two days will run from over 24 hours to 48.0 hours; Three days will run from over 48 hours to 72.0 hours, etc. Hourly charges for labor and/or vehicle shall start when the Contractor leaves the company's storage yard or other location and ends when Contractor arrives back at Company's storage yard, or other location. If the Contractor originates from another location, the stop/start time for each order shall be the same, approximately midway between the project

locations. However, in no case shall the Contractor invoice the City for more than 30 minutes or more than the time it takes to deliver from the Contractor's yard to the project location.

**(13) Barricade Action Request and Confirmation**

a. Only barricades (type I, type II, type III, vertical panels, tubular markers, cones, or channelization drums) will be considered for measurement of the number of barricades included in each type of Barricade Action Request. All signing, striping, and other types of traffic control devices are not to be included in the measurement of barricades for different types of Barricade Action Requests. No payment will be made for loading, unloading, or other activities within the Contractor's yard. The City will not pay for equipment identified and/or reported to the Contractor as defective or "Unacceptable" (as defined by the ATSSA "Quality Standards for Work Zone Traffic Control Devices" publication) for the period from the notification to the Contractor until the condition is remedied, and confirmation is received by the User Department

b. The Contractor may conduct business using telephone, facsimile, or electronic mail at their discretion. The Contractor shall be capable of receiving barricade action requests both by telephone and electronically and confirming receipt of the action request in the established manner

continuously (twenty-four (24) hours a day, seven (7) days a week)

**(14) Special Events**

If requested by the City's Construction Coordination Section, the Contractor shall provide personnel on-site to attend meetings for the coordination of services of special events at which barricade services will be required. During a special event, the Contractor shall inspect all sites where barricades are placed a minimum of once every four (4) hours. The Contractor shall correct any deficiencies identified during the inspection at no additional cost.

**(15) Operational Requirements**

a. By 12:00 (noon) on Monday, or the next workday after a Monday Holiday, the Contractor shall e-mail an electronic data file in Excel format containing the invoice information for the previous week's activities to each user contact. The data file shall include, but not limited to, the following information:

- (I) PeopleSoft 311 CRM Case Number/CRO/Work Order Number
- (II) Project location
- (III) Barricade actions (deliver, set-off, pickup, any maintenance activity performed in prior week, etc.)
- (IV) Listing of all standard and requested maintenance activities
- (V) Number of barricades by barricade type
- (VI) Cost of this project for this time period

(VII) City entity for invoicing

(VIII) Any credits due City for late or non-performance

(IX) Contractor shall communicate and resolve

inconsistencies with the user department prior to inclusion of the charges in the invoice submittal. Charges not reconciled shall not be invoiced that period and shall be resolved and included on the next invoice cycle. It is the Contractor's responsibility to initiate resolution of any charges not reconciled and invoiced.

### 3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred thousand (\$100,000.00) dollars, inclusive of applicable gross receipts taxes per year for a maximum of up to four years. The total maximum amount not to exceed four hundred thousand dollars and zero cents (\$400,000) 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 and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on December 31, 2018, 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, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.



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

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

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

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

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract. The Contractor shall abide by all EPA and OSHA safety standards and regulations.

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:**  
200 Lincoln Ave  
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:

\_\_\_\_\_  
JAVIER GONZALES, MAYOR

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

ATTEST:

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

CONTRACTOR:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
KELLY A. BRENNAN, CITY ATTORNEY

CRS # 02-373261-000  
City of Santa Fe Business  
Registration # 14-00110865

APPROVED:

\_\_\_\_\_  
DIRECTOR  
FINANCE DEPARTMENT

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM





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 ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Southwest Safety Services

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: December 31, 2015

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

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: To provide equipment and set up of barricade services at various locations throughout the city.

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

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 \$ 100,000.00 of original Contract# \_\_\_\_\_ Termination Date: 12/31/2015

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

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

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

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

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

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

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

Total of Original Contract plus all amendments: \$ 100,000



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

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other RFB No. 15/08/B received November 2014 \_\_\_\_\_

**6 Procurement History:** First year with option to renew for up to 3 additional years  
example: (First year of 4 year contract) \_\_\_\_\_

**7 Funding Source:** Various/user departments \_\_\_\_\_ **BU/Line Item:** \_\_\_\_\_ 562600

**8 Any out-of-the ordinary or unusual issues or concerns:** \_\_\_\_\_

(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Bobbi Mossman \_\_\_\_\_

Phone # 955-6979 \_\_\_\_\_

**10 Certificate of Insurance attached, (if original Contract)** ☐

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**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.

**Comments:**