



# County of Fresno

## INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

### AMENDMENT NUMBER ONE (1)

Agreement Number: **P-19-158-Q**

June 6, 2019

JSG Elevator Consultants, LLC  
1177 Branham Lane, #292  
San Jose, CA 95118

Contract Number P-19-158-Q covering Elevator Consultant Services is amended as follows:

Revised Attachment "A": to reflect Fresno County as The Client.

Maximum: In no event shall services performed and/or fees paid under this Agreement be in excess of Ninety-Nine Thousand Dollars (\$99,000.00).

Please acknowledge your acceptance by returning **all pages** of this letter to my office via email or USPS, retaining a copy for your files.

If you have any questions, please contact Bryan Hernandez, Purchasing Analyst, at (559) 600-7110 or email [bhernandez@fresnocountyca.gov](mailto:bhernandez@fresnocountyca.gov).

### FOR THE COUNTY OF FRESNO

**Gary E. Cornuelle**  
Digitally signed by Gary E. Cornuelle  
DN: cn=Gary E. Cornuelle, o, ou,  
email=gcornuelle@fresnocountyca.gov, c=US  
Date: 2019.06.06 07:44:22 -0700

Gary E. Cornuelle  
Purchasing Manager  
4525 East Hamilton Avenue  
Fresno, CA 93702-4599

GEC:BH:yj

G:\PUBLIC\CONTRACTS & EXTRACTS\QIP-19-158-Q JSG ELEVATOR CONSULTANTS LLC\CONTACTS AND AMENDMENTS\P-19-158-Q AMEND 1 JSG ELEVATOR CONSULTANTS, LLC.DOC

**CONTRACTOR TO COMPLETE:**

Company: JSG Consultants, LLC dba JSG Elevator Consultants, LLC

Type of Entity:

☐ Individual

☒ Limited Liability Company


☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ General Partnership

Signature Michael Fagan

 Digitally signed by Michael Fagan  
Date: 2019.06.06 08:42:56 -07'00'


Michael Fagan    Manager

06/06/2019

Print Name and Title

Date

Signature Louise Russo Fagan

 Digitally signed by Louise Russo Fagan  
Date: 2019.06.06 08:43:50 -07'00'

Louise Russo    Fagan    Secretary

06/06/2019

Print Name and Title

Date

1177 Branham Lane # 292

San Jose

CA

95118

Address

City

State

Zip

408-230-8374

NA

info@jsgec.com

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

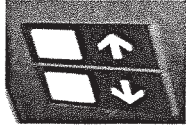
**ACCOUNTING USE ONLY**

ORG No.: 8935

Account No.: 7205

Requisition No.: 1321901182  
(09/2015)

## Revised Attachment "A"



*JSG Consultants, LLC*

***JSG Elevator Consultants, LLC***

### Professional Services Agreement

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February 22, 2019

TO: Gabriela Rodriguez-Nolan  
Fresno County  
Internal Services Department  
Administration  
333 Pontiac Way,  
Clovis, CA 93612

Main Office: (559) 600-6200

Direct: (559) 600-5823

[grodriguez-nolan@fresnocountyca.gov](mailto:grodriguez-nolan@fresnocountyca.gov)

From: Michael Fagan, QEC  
JSG Elevator Consultants, LLC  
1177 Branham Lane, # 292  
San Jose, CA 95118

408-230-8374

[info@jsgec.com](mailto:info@jsgec.com)

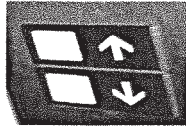
Ref: Due Diligence Audits & Reports  
Fresno County

**Professional Services  
Elevator Consulting  
Due Diligence Audit & Report**

This note accompanies our quote for the due diligence audit, we previously discussed.

Please review the following and approve for our assistance as noted below.

Best regards,  
Mike



JSG Consultants, LLC

**JSG Elevator Consultants, LLC**

## Professional Services Agreement

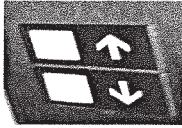
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State ID	Openings	Cap	Landings	Speed	Year	Manufacturer	Location
088432	02	3500	02	0125	1988	MONTGOMERY	1225 M ST
088433	02	3500	02	0125	1988	MONTGOMERY	1225 M ST
088431	02	3000	02	0125	1988	MONTGOMERY	1225 M ST
088430	06	3000	06	0350	1988	MONTGOMERY	1225 M ST
088429	08	4000	08	0350	1988	MONTGOMERY	1225 M ST
088428	08	3500	08	0350	1988	MONTGOMERY	1225 M ST
088427	08	3500	08	0350	1988	MONTGOMERY	1225 M ST
101174	02	3500	02	0125	1992	MONTGOMERY	1265 M ST
126069	05	3500	05	0350	2002	UNITED STATES	1265 M ST
101175	05	3500	05	0150	2001	MONTGOMERY	1265 M ST
101173	06	4000	06	0150	1992	MONTGOMERY	1265 M ST
101172	06	3500	06	0150	1993	MONTGOMERY	1265 M ST
039751	10	2500	10	0500	1964	WESTINGHOUSE	2220 TULARE
039758	03	2000	03		1963	SAN FRANCISCO	2220 TULARE
039755	11	2500	11	0500	1964	WESTINGHOUSE	2220 TULARE
039753	21	3000	21	0500	1964	WESTINGHOUSE	2220 TULARE
126155	02	0750	02	0011	2002		2220 TULARE
039756	02	1800	02	0050	1963	SAN FRANCISCO	2220 TULARE
039752	10	2500	10	0500	1964	WESTINGHOUSE	2220 TULARE
039754	11	2500	11	0500	1964	WESTINGHOUSE	2220 TULARE
039757	02	1500	02	0100	1991	SCHINDLER	2220 TULARE
021599	04	2500	04	0300	1936	WESTINGHOUSE	2281 TULARE
036679	04	2500	04	0300	1962	WESTINGHOUSE	2281 TULARE

### BASIC SERVICES:

JSG Elevator Consultants - Herein referred to as The Company, agrees to furnish elevator consulting services described herein to Fresno County , CA, also herein referred to as The Client. agrees to furnish, selected consulting services on a task assignment basis including, but not limited to our Investigation for the buildings conveyance systems and related conditions or repairs as referred to below, and that may be determined as necessary for the Client.

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*JSG Consultants, LLC*

***JSG Elevator Consultants, LLC***

## **Professional Services Agreement**

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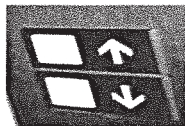
### I GENERAL SCOPE:

The Company will provide assistance with resolution of Client issues including, safety, ride quality, performance, reliability, noise, and repairs to develop elevator options and modernization upgrade solutions for the Client. Manage maintenance issues with the elevator contractor.

1. The Company will act for Client interests to investigate related elevator reliability issues, and user complaints; determine proper corrective actions and repairs.
2. Provide assistance for contract and facilities management issues and including maintenance, ride quality, noise, and vendor repairs, as well as Client and tenant issues.
3. Identify maintenance issues with the service contractor, and review site work for quality assurance.
4. Review and Investigate CA DOSH Preliminary Orders for Client interests and issues.
5. Provide an electronic PDF report and photos with a summary of recommendations and findings.

### II SCOPE OF SERVICES:

- A. Review of maintenance records and logs, contractor schedules.
  - B. Examine and inventory the conveyance(s) to determine condition, quality levels of maintenance and repair, code compliance and general appearance of the equipment.
  - C. Identify Code requirements, non-conforming building conditions, and Special Needs Individuals access requirements (Americans with Disabilities ADA).
  - D. Examine performance levels of the elevator to determine the efficiency and level of adjustment as compared to area Industry Standards.
    1. Develop a schedule of recommended repairs and upgrades as a part of our investigation.
    2. Provide options and solutions for modernization budgeting and planning.
  - E. Provide electronic report for items B and C above, including a summary of issues and the recommended solutions for items.
  - F. Meet with Client to review findings and related issues.
-



JSG Consultants, LLC

**JSG Elevator Consultants, LLC**

## Professional Services Agreement

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### **III. FEES:**

#### **Fixed Fee for Services: Items A-E**

23 Conveyances Per Elevator Permit Inventory attached

#### **Schedule of Payments:**

Deposit:		\$ 25,000.00
Plaza Building,	9 elevs, 2-21 floors, 2220 Tulare Street, Fresno CA 93721	\$ 25,400.00*
Hall of Records,	2 elevs. 2 floors, 2281 Tulare Street, Fresno CA 93721	\$ 11,500.00*
Main Jail,	5 elevs. 2-8 floors 1225 M Street, Fresno CA 93721	\$ 16,500.00*
North Annex Jail,	5 elevs, 2-6 floors, 1265 M St, Fresno CA 93721	\$ 19,800.00*
Total		\$ 73,200.00

Progress Payments per building:      \*Audit & Condition Assessment -      Survey 50% - Report 50%

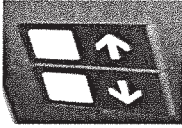
Additional Services Per schedule of fees

A deposit in the amount of \$25,000.00 will be invoiced upon your notice to proceed.

Travel, lodging, parking, document reproduction, special document handling, any applicable local service/sales tax, and other authorized expenses are included in the contract fee.

EXPIRATION DATE - Proposal expires 60 days from date of this offer.

JSG Fee Schedule - Additional Services	Hourly & Fixed Fees
Consultant	400.00
Field Engineer & QEI	350.00
CAD	125.00
Administration Clerical	85.00
Mobilizations	1650.00
Data Entry	65.00
Expenses	Cost + 15 %
Fixed fee	Per agreement w / client
Consultant Meetings	\$ 750.00
Consultant Travel time: Out of SF Bay - Area	(Fixed Fee) \$ 1,500.00



*JSG Consultants, LLC*

***JSG Elevator Consultants, LLC***

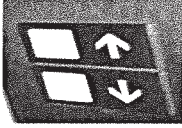
## **Professional Services Agreement**

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### **IV TERMS:**

- A. **Payment:** Payments shall be requested as work is accomplished, payable upon receipt. A deposit of \$ 25,000.00 Thousand Dollar (US) will be established with JSG at the start of the project, applied to mobilization and accrued services and task management. After 60 days from the invoice date, interest at a rate of 1 ½% per month on an unpaid balance. We reserve the right to review the following rates on an annual basis and rates are subject to adjustment when conditions warrant.
- B. **Documents:** Documents prepared by The Company as instruments of service are not to be used on other projects or extensions to this Project except by written agreement and with appropriate compensation to The Company.
- C. **Additional Services:** Services which materially increase the scope of Basic Services shall be billed as Additional Services. If authorized by the Client, they shall be paid for as a separate fee.
- D. **Insurance and Liability:** During the period this contract is in force, The Company shall carry Professional and General Liability Insurance in the amount of \$4,000,000 including \$1,000,000 Our liability shall not exceed the total amount of this agreement. All claims to be mediated and litigated in Santa Clara County, CA. Excess Liability, Workers Compensation per statute. Additional insured endorsements and other amounts or coverage to be charged under item C.
- E. **Responsibility:** It is expressly understood, in consideration of the performance of the services enumerated herein at the price stated, that The Company assumes no liability due to accidents to persons or damage to property, except for liability directly caused by negligent acts or omissions of The Company, their employees or agents.

You agree when requested to provide a service technician by the contractor to assist in our examinations when determined necessary for safety and access to restricted areas. Your own responsibility for property damage, or for accidents to persons while riding in, or being on or about the vertical transportation equipment referred to, herein is in no way affected by this agreement. The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts or by any other cause which is unavoidable or beyond its reasonable control or in any event for consequential damages. No work, service or liability on the part of The Company, other than that specifically mentioned herein, is included or intended.
- F. **Extent of Agreement:** Purchaser's acceptance of this agreement by issue of a letter of intent, purchase order or notice to proceed will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in, or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.



JSG Consultants, LLC

**JSG Elevator Consultants, LLC**

## Professional Services Agreement

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### NOTICE OF ENGAGEMENT

Please sign and return this page to schedule your project.

23 Conveyances Per Elevator Permit Inventory attached  
Ref: Due Diligence & Modernization Audit & Report

Proposed:

Accepted:

By: Frank P. Fletcher

For: Frank P. Fletcher

Title: JSG Elevator Consultants

Date: Elevator Consultant

Date: February 23, 2019

By: \_\_\_\_\_

For: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved:

By: Michael C. Fagan

For: JSG Elevator Consultants

Title: Owner/Principal Consultant

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

We also accept all major credit cards for payment

=====

#### **Method of Deposit payment**

Purchase Order ☐

☐ Check ☐ Purchase Order: # \_\_\_\_\_

Electronic transfer ☐

Credit Card: (All major credit cards accepted ) ☐ Visa ☐ Master Card ☐ AMEX ☐ Discover

Card Number: \_\_\_\_\_ Exp Date \_\_\_\_/\_\_\_\_ Code \_\_\_\_\_

Name on Card \_\_\_\_\_