

## CONTRACT INFORMATION SHEET

DATE: 9/7/17

Contract No.: P-19-158-Q Vendor Number: 0000284177  
Contract Title: Elevator Consultant Name/Address: JSG Elevator Consultants  
Services 1177 Branham Lane #292  
San Jose, CA 95118  
Contract Period: 4/1/19 - 3/31/20 Representative: Michael Fagan, QEC  
Using Agencies: Facility Services Phone No.: 408 230-8374  
Email: Info@jsgec.com  
Terms: Net 45  
Total Contract Amt.: 80,000 max  
Buyer Name: Bryan Hernandez

Requisition No: 13219011737 Org: 8935  
Supersedes: \_\_\_\_\_

☒ NEW ☐ RENEWAL ☐ ADJUSTMENT  
☐ TICK DATE \_\_\_\_\_ ☐ REFERENCE (RFQ# / RFP#) \_\_\_\_\_

DESCRIPTION: Contract period 4/1/19 – 3/31/20 with two (2) one (1) year renewals upon written mutual consent by both parties.

SPECIAL INSTRUCTIONS: \_\_\_\_\_

DISTRIBUTION:	Completed By:	Date:	Completed By:	Date:
DEPARTMENT: <u>8935</u>	_____	_____	_____	_____
REQUISITIONER: <u>Manuel Vilanova</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



# County of Fresno

## INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

### PROCUREMENT AGREEMENT

Agreement Number P-19-158-Q

March 29, 2019

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

The County of Fresno (County) hereby contracts with JSG Elevator Consultants, LLC (Contractor) to provide Elevator Consultant Services in accordance with the text of this agreement, and Attachment "A", by this reference made a part hereof.

**TERM:** This Agreement shall become effective April 1, 2019 and shall remain in effect through March 31, 2020.

**EXTENSION:** This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

**MINIMUM ORDERS:** Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

**CONTRACTOR'S SERVICES:** Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

**ORDERS:** Orders will be placed on an as-needed basis by Facilities Services under this contract.

**PRICES:** Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

**MAXIMUM:** In no event shall services performed and/or fees paid under this Agreement be in excess of Eighty Thousand Dollars (\$80,000.00).

**ADDITIONAL ITEMS:** The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

**DELIVERY:** The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

**DEFAULT:** In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

4525 E. Hamilton Avenue / Fresno, California 93702-4599 / (559) 600-7110

\* The County of Fresno is an Equal Employment Opportunity Employer \*

**INVOICING:** An itemized invoice shall be mailed to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

**INVOICE TERMS:** Net forty-five (45) days from the receipt of invoice.

**TERMINATION:** The County reserves the right to immediately terminate this Agreement upon written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

**LAWS AND REGULATIONS:** The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

**AUDITS AND RETENTION:** Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**LIABILITY:** The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. **Commercial General Liability:** Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. **Professional Liability:** If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) annual aggregate.
- D. **Worker's Compensation:** A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Facility Services, 4590 E. Kings Canyon, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A"), and (2) Attachment "A".

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

Please acknowledge your acceptance by returning **all pages** of the signed original of this Agreement to my office, retaining a copy for your files.

Please refer any inquiries in this matter to Bryan Hernandez, Purchasing Technician, at 559-600-7117 or [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: 2019.03.29 14:10:52 -0700

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

GEC:BH:yj

**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

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

Print Name & Title: Michael Fagan, Manager      Print Name & Title: Louise Russo, Secretary

Signature: Michael Fagan Digitally signed by Michael Fagan  
Date: 2019.03.30 12:13:31 -07'00'      Signature: Louise Russo Fagan Digitally signed by Louise Russo  
Fagan  
Date: 2019.03.30 12:17:27 -07'00'

**ACCOUNTING USE ONLY**

ORG No.: 8935

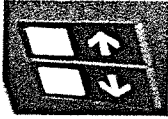
Account No.: 7205

Requisition No.: 1321901137

(01/2016)

PROCUREMENT AGREEMENT NUMBER: P-19-158-Q  
JSG Elevator Consultants, LLC  
March 29, 2019

**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  
[grodrigueznoland@fresnocountyca.gov](mailto:grodrigueznoland@fresnocountyca.gov)

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

408-230-8374  
[info@isgec.com](mailto:info@isgec.com)

Ref: Due Diligence Audits & Reports  
City of Fresno

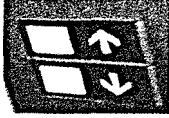
**Professional Services  
Elevator Consulting  
Due Diligence Audit & Report**

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

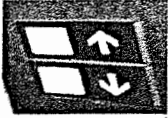
Page 2

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 the County of Fresno, 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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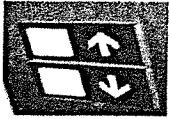
### I GENERAL SCOPE:

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%

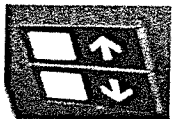
Additional Services Per schedule of fees

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

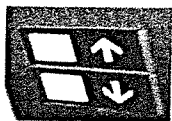
**JSG Elevator Consultants, LLC**

## 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 \$ 25000.00 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: JSG Elevator Consultants

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