

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 J3 Systems (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Remove the existing thirty-five (35) 59"X93" double-dome skylights with mill finish aluminum frames on the main roof at the Genoveva Chavez Community Center and replace them with thirty-five (35) new double-dome skylights with mill finish aluminum frames – sixteen (16) frost/clear and nineteen (19) clear/clear.

B. Contractor has provided a tentative project schedule, a project safety plan, the specifications identifying the skylights to be used in this project, and a limited warranty for the skylights.

C. Contractor shall ensure this project adheres to the information contained in these documents to ensure the safety of their crews, City employees and patrons onsite at this facility; to ensure the City receives a quality product correctly installed; and that this project proceeds and is completed in a timely fashion.

D. Contractor shall ensure they will adhere to all relevant codes and regulations for the duration of this project. See Exhibit A (J3 system's Proposal), Exhibit B (J3 System's Project Schedule), Exhibit C (Skylight Specification Sheet), Exhibit D (J3 System's Safety Plan), Exhibit E (J3 System's Limited Warranty).

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twenty-five thousand nine hundred ninety-seven dollars and eighty-nine cents (\$25,997.89), including applicable gross receipts taxes.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to the Contractor.

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

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the

services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its

compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek

to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged

into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
200 Lincoln Ave
Santa Fe, NM

Contractor:
J3 Systems
145 Bosque Farms Blvd.
Bosque Farms, New Mexico
87068
(505) 869-2629


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

CITY OF SANTA FE:


BRIAN SNYDER, CITY MANAGER

DATE: 03/07/2018

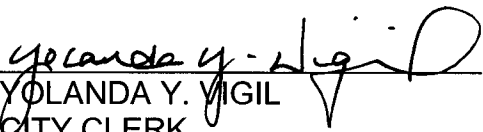

CONTRACTOR:
J3 Systems


JASON UTASH

DATE: 3-14-2018

CRS# 03-001386-00-0
City of Santa Fe Business
Registration # 18-00125450

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK 

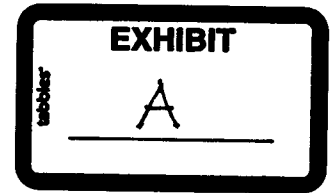
APPROVED AS TO FORM:

 3/2
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 3.6.18
ADAM JOHNSON, FINANCE DIRECTOR

32125.572970
BUSINESS UNIT/LINE ITEM



Date: February 16, 2018

To: City of Santa Fe Public Works
Attn: John "Sam" Burnett

Site: Genoveva Chavez Community Center
3221 Rodeo Rd., Santa Fe, NM 87507

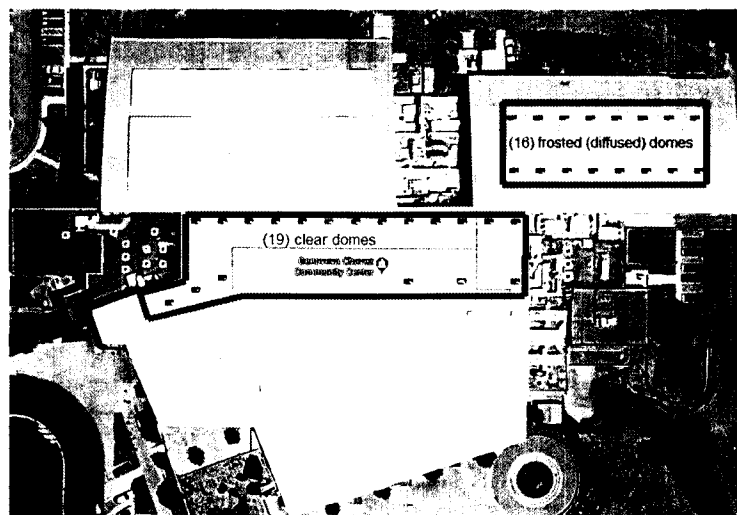
Regarding: Skylight replacements

Scope:

1. Remove and haul away (35) existing skylights on upper metal roof section(s)
2. Replace (35) skylights, apprx. 59"x93" ea, with new mill finish aluminum frame, double-dome skylights
 - (16) frost/clear
 - (19) clear/clear

Price: \$23,975.00 (subtotal) + \$2,022.89 (tax) = **\$25,997.89 TOTAL**

Exclusions: Permit, bond, plumbing, mechanical, electrical, stucco, painting, interior work





Date: February 23, 2018

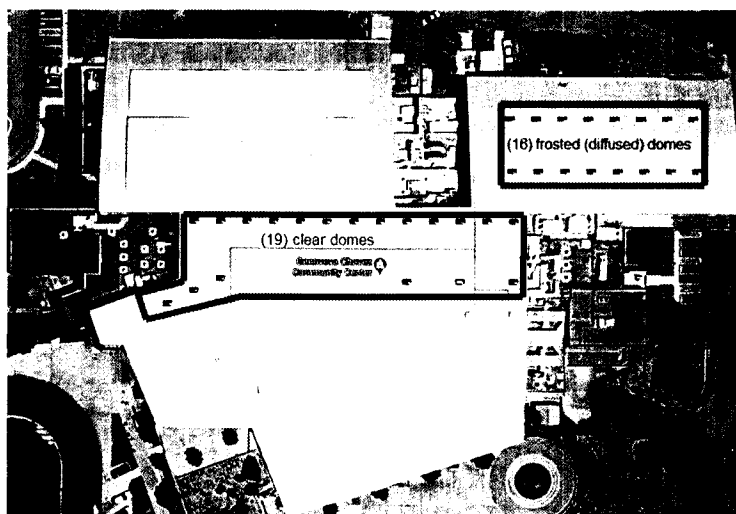
To: City of Santa Fe Public Works
Attn: John "Sam" Burnett

Site: Genoveva Chavez Community Center
3221 Rodeo Rd., Santa Fe, NM 87507

Regarding: PROJECT SCHEDULE for skylight replacements

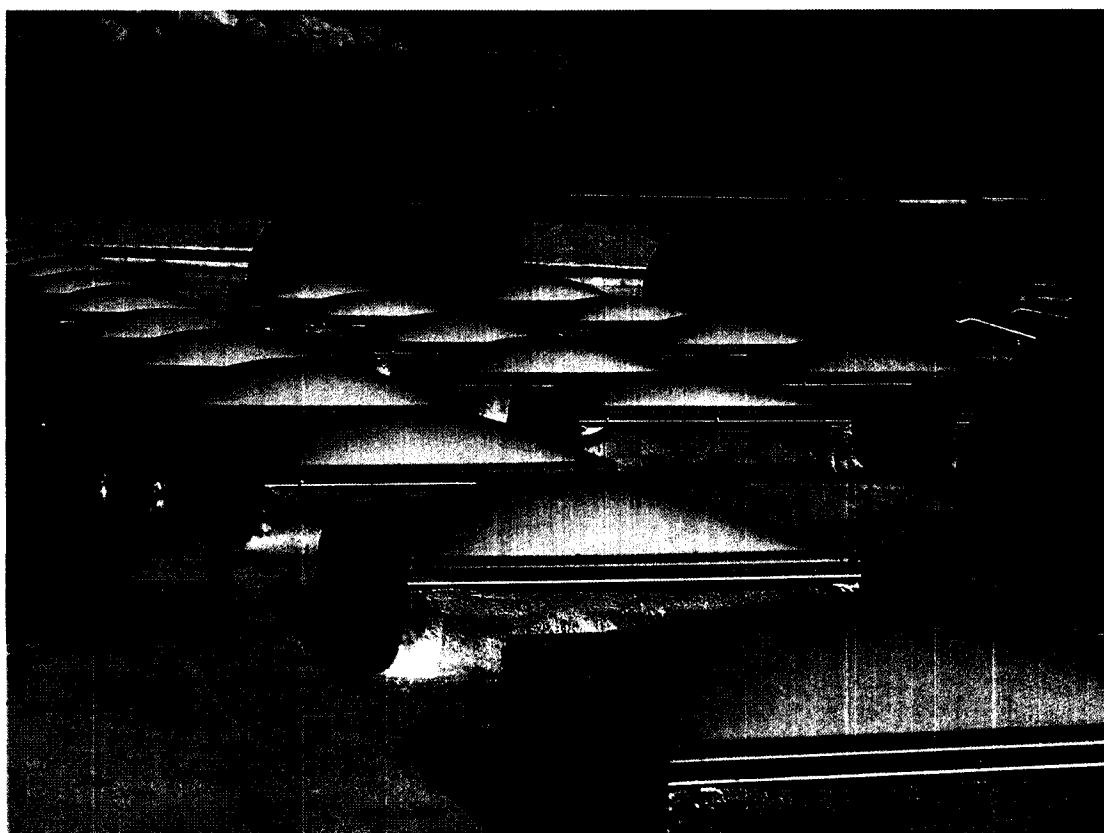
1. Upon receipt of PO from City of Santa Fe, J3 Systems will order skylights from supplier/manufacturer.
2. Manufacturing will take 2-3 weeks.
3. Once delivery of skylights to the GCCC is coordinated, removal of existing and installation of new skylights should be a 3-5 day process.

Summary: Our goal is to be 100% done with project within 30 working days of Purchase Order (or Notice of Award) being received.



Curb Mount Skylight Specifications

Specifications: Skylights shall be factory assembled as manufactured by Advanced Skylight Systems inc. These units shall consist of a 6063 T-5 extruded aluminum alloy base frame with an integral condensation gutter to ensure adequate drainage to exterior. Corners will be heliarc welded. Glazing will consist of 1/8", 3/16", or 1/4", high impact cast acrylic domes. These domes are to be sealed using Norcryn clear acrylic glazing seals. These units are available in single-dome, double-dome, or triple-dome configurations. Retainer frames shall consist of 6063 T-5 extruded aluminum alloy with heliarc welded corners. All fasteners shall be #10 corrosion resistant tech screws. All units are available with #0000 Clear, #2447 White, #2412 Bronze, or #2064 Grey domes. All units are available with powder coated frames and retainers in a wide variety of colors and textures from which to choose. Curb mount skylights are recommended for flat roof applications.



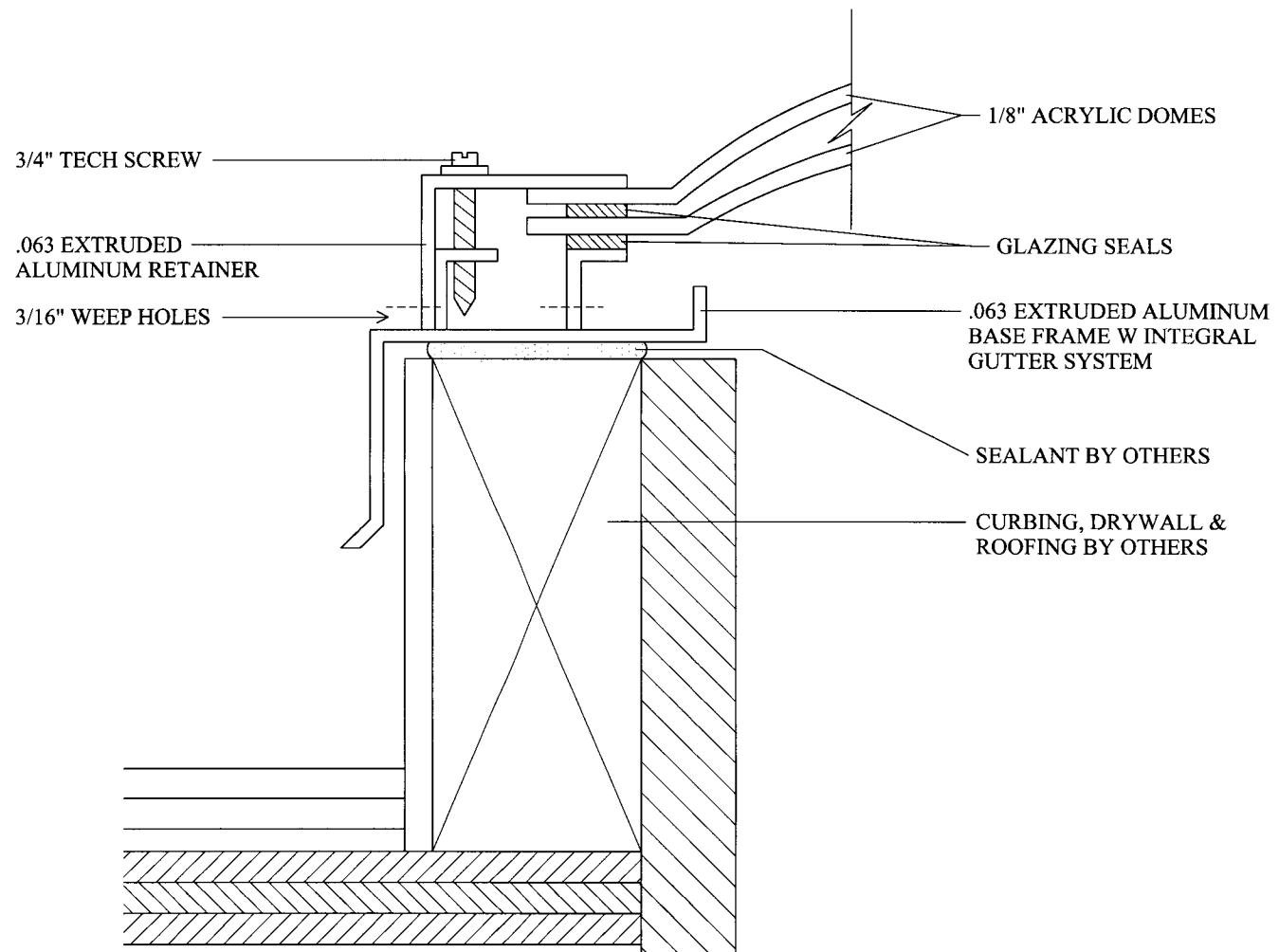
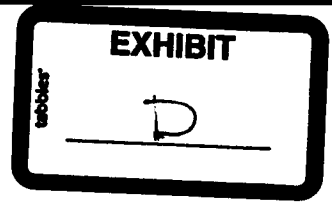


FIG.- 3



Genoveva Chavez Community Center Safety Plan

J3 Systems is committed to a safe work environment for all employees, clients and general public on all projects. Our goal is ZERO incidents.

SAFETY CONSIDERATIONS AND PROCEDURES

This is an occupied building with staff and visitors entering and exiting the facility. J3 Systems plans on using caution tape and stanchions to mark off areas during loading and unloading the roof. J3 Systems will be in compliance with OSHA regulations and appropriate fall protection will be in place.

FORKLIFT OPERATIONS

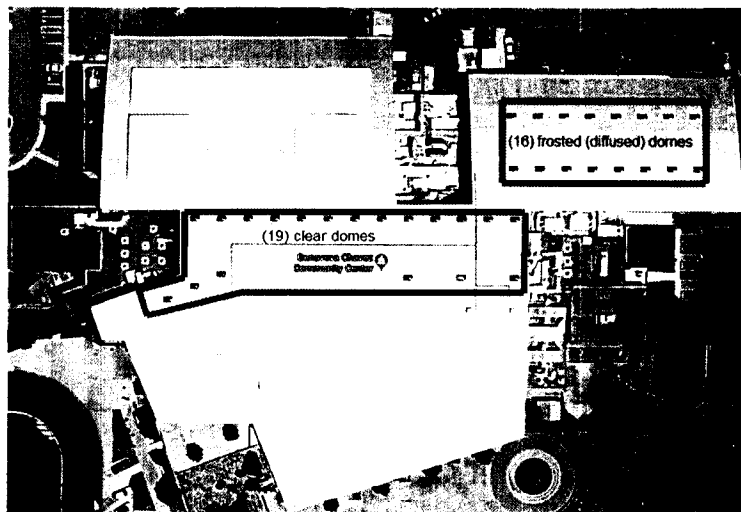
Use of a reach forklift with consideration of other vehicles and pedestrian traffic.

When moving the reach forklift from the storage area to the lifting location a ground guide (spotter) will accompany the forklift and be in constant view of the driver. Spotter will alert driver to possible hazards and warn pedestrians of any danger.

J3 Systems will coordinate loading times with low foot traffic times.

SITE INSPECTIONS

Job site inspections will be made by the supervisor to identify such conditions or hazards that require correction or special attention. Each employee is responsible for inspection of equipment and tools before use. Equipment or tools that require repair should be immediately taken out of service and not used until repaired.



HOUSEKEEPING

J3 Systems will maintain a clean job site as part of accident prevention.

We will not allow waste debris to accumulate.

Walking & working surfaces shall be kept clean.

Material will be neatly stacked and organized.

FIRST AID

If a medical emergency occurs on site, professional medical assistance will be called by utilizing 911 emergency services.

EMERGENCY ACTION PLAN

In the case of an emergency situation the designated competent person will be notified immediately. If the work area needs to be evacuated then all employees will be instructed to leave the area in an orderly manner and meet at the equipment trailer, unless another designated safe area has been established.



FORM OF LIMITED WARRANTY

This product is warranted to be free of defects in both materials and workmanship. Should any part of this product be defective, it will be repaired or replaced at option, free of charge (except incoming shipping charges) for a period of five years from the date of original purchase. No charges will be made for parts or labor during this period. Proof of purchase (such as a copy of bill of sale or canceled check) must be submitted to obtain the benefits of this warranty.

This warranty is void if:

- (a) the product has been damaged by negligence, accident or mishandling, or has not been installed in accordance with accepted industry standards. or
- (b) the product has been altered or repaired by other than Advanced Skylight Systems Inc. or
- (c) adaptations or accessories other than those supplied by Advanced Skylights Systems Inc. have been made or attached to the product which, in the determination of Advanced Skylight Systems Inc. shall have affected the performance, safety or reliability of the product.

This warranty does not cover moisture between domes which is caused by condensation. While we take extra measures to eliminate this by sealing between domes it is virtually impossible to eliminate completely. Nor does this warranty cover condensation on exposed aluminum surfaces. This is a natural condition which exists in virtually all brands and is not an indication of a defective unit.

No other expressed or implied, including merchantability applies to the product, nor is any person or company authorized to assume any other warranty. Advanced Skylight Systems Inc. does not assume any responsibility for any consequential damages occasioned by the product, or inconvenience or interruption in operation.

In case of unsatisfactory performance, the product must be sent directly to Advanced Skylight Systems Inc. for evaluation of the product which, in the determination of Advanced Skylight Systems Inc. will be repaired or replaced.

In cases wherein an agent of Advanced Skylight Systems Inc. has been dispatched to the location of the product installation, and in determination of said agent, Advanced Skylights Inc. is found not to be negligent, a minimum charge will be assessed to the owner of property.