

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 Cooperative Education Services (CES)/ KEERS, Inc (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. Genoveva Chavez Community Center Mechanical Roofs Pigeon Decontamination according to CES/KEERS, Inc proposal number 18-029 R-2, dated March 19, 2018 as described in Exhibit "A" attached hereto and incorporated herein.

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-nine thousand, nine-hundred, twenty-eight dollars and seventy-five cents (\$29,928.75), 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 June 30, 2019 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, 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 – CES/KEERS, Inc
5904 Florence Ave, NE
Albuquerque, New Mexico 87113
(505) 823-9006

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

CITY OF SANTA FE:



ERIK LITZENBERG
INTERIM CITY MANAGER

DATE: 5/10/18

CONTRACTOR:
KEERS, INC.

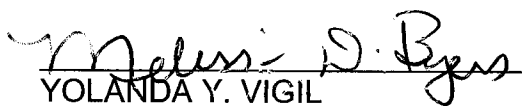


AMARANTE JARAMILLO

DATE: 5/10/18

CRS#0947580-00-5
City of Santa Fe Business
Registration #18-0011035


ATTEST:



YOLANDA Y. VIGIL
CITY CLERK *all*

for

APPROVED AS TO FORM:

 5/9
GENO ZAMORA
INTERIM CITY ATTORNEY

APPROVED:

 5/9/18
KENT DEYOUNG
INTERIM FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM: 52702.510310



Protecting People's Health
For Over 30 Years

EXHIBIT

A

Proposal/Service Agreement

Project Title: Genoveva Chavez Community Center

Proposal Number: 18-029 R-2

Date: March 19, 2018

Submitted to:	MR. SAM BURNETT	Project Name:	GCCC PIGEON DECONTAMINATION
Client:	GENOVEVA CHAVEZ CC	Project Location:	SANTA FE, NM 87501
Mailing Address:	3221 RODEO RD.	Telephone/Fax:	1-505-955-4000
City/State/Zip:	SANTA FE, NM 87501	Email Address:	JSBURNETT@SANTAFENM.GOV

SCOPE OF WORK

The proposed work consists of the following:

Type of Services	<input type="checkbox"/> Asbestos Abatement <input type="checkbox"/> Lead Abatement <input type="checkbox"/> Toxic Mold Remediation <input checked="" type="checkbox"/> Biohazard Decontamination <input type="checkbox"/> Air Duct Cleaning	<input type="checkbox"/> Site Remediation <input type="checkbox"/> Industrial Decontamination <input checked="" type="checkbox"/> Waste Disposal <input type="checkbox"/> Other: (describe)
Scope of Work	<ul style="list-style-type: none">Keers will utilize engineering controls methods to remove, bag and dispose the pigeon feces on two mechanical roofs.The areas that will be decontaminated are the upper and lower Ice Rink, Weight room and Mechanical room roofs.A low volume psi pressure washer, soft utility scrub brushes along with simple green detergent and tap water will be utilized during the decontamination process.All areas that are accessible will be decontaminated after the feces have been removed. Please keep in mind some surfaces may be stained after the decontamination has been complete due to the acidity of the pigeon feces being there for a long period of time.	
Project Locations	Genoveva Chavez Community Center located at 3221 Rodeo Rd. Santa Fe, NM 87501.	
Specific Project Exclusions	Pigeon trapping, netting or disinfecting.	
Proposed Time Frame	Approximately 15 working days.	
Treatment/Storage/Disposal Facility	Waste will be disposed of as NON-Special Construction debris.	
Other Details	Genoveva Chavez Community Center to provide utilities water, power and an electrician as necessary. Keers will not blast the roof tops with any high pressure power washers. The total project hours will be tracked and sent to the City of Santa Fe after the project is completed.	

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TECHNICAL PROCEDURES

In completing the scope of work, all technical procedures employed will be in accordance with the Keers' proprietary QualPRO® Quality system. Our 193-page QualPRO manual consists of work practice procedures, checklists, and forms that our employees and supervisors use to provide you with a quality, end result in compliance with applicable EPA, OSHA, USHUD, NMED, TDH, and DOT governmental regulations.

WASTE MANAGEMENT

Unless otherwise indicated all asbestos-containing waste will be permanently disposed of at the Special Waste Disposal's landfill (EPA permit No. SWM-013035(SP). Hydrocarbon contaminated soils/water will be treated at the Special Waste Disposal's Hydrocarbon Landfarm Facility (NMED permit No. DP-1012). Both facilities are located in Torrance County, New Mexico.

LIABILITY PROTECTION

This proposal includes \$1,000,000 of hazardous substances specific general liability, auto and workmen compensation insurances, written with A-Rated insurance carriers.

This proposal includes use of the Keers proprietary project documentation system ProDOC™. This system consists of: regulatory notifications, daily logs, visual and final inspection reports, air monitoring reports, manometer logs, final inspection report, and waste manifests. ProDOC™ documents important regulatory/liability information for the protection of the facility owner.

REGULATORY COMPLIANCE

This project is subject to one or more of the following Federal governmental regulation or equivalent delegated State regulation: OSHA (29 CFR 1910 and 1926), EPA (40 CFR 260-299, 40 CFR 763, Subparts E and G), National Emission Standards for Hazardous Air Pollutants (NESHAPS 40 CFR 61, Subpart M), and DOT (49 CFR 100-177) and 24 CFR Part 35. This Proposal/Agreement is in compliance with the applicable regulatory sections.

PROJECT QUALITY/SAFETY ASSURANCE

This project proposal includes our 107-point QA/QC (health, safety, quality and regulatory Control) job site inspection program.

IMPORTANT NOTICE REGARDING REMOVAL OF ASBESTOS FLOORING

Our services are intended to remove asbestos-containing materials only. If flooring products are re-installed, it is the installer's responsibility to prepare the floor for reinstallation according to manufacture's recommendations and requirements. Keers will not be responsible for floor preparation.

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IMPORTANT REMINDER: REGULATORY NOTIFICATIONS

Asbestos

On most asbestos abatement projects a notice of intent to remove asbestos must be filed with the local NESHAPS regulatory authorities, 10 working days before work can begin. In many locations, local regulatory agencies bill the owner a fee based on the number of asbestos removal units stated on the notification. If you need help estimating what this fee is in your area, please ask your local Keers' Service Coordinator.

Toxic Mold

On some mold remediation projects a notice of intent to remediate mold must be filed with the local regulatory authorities, (Texas: 5 working days.)

Lead

On some lead abatement projects a notice of intent to remove lead must be filed with the local or national regulatory authorities, (Texas: 7 working days, USHUD: 5 business days.)

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Date: March 19, 2018

Submitted to:	MR. SAM BURNETT	Project Name:	GCCC PIGEON DECONTAMINATION
Client:	GENOVEVA CHAVEZ CC	Project Location:	SANTA FE, NM 87501
Mailing Address:	3221 RODEO RD.	Telephone/Fax:	1-505-955-4000
City/State/Zip:	SANTA FE, NM 87501	Email Address:	JSBURNETT@SANTAFENM.GOV

PRICING: CES Contract No. 16-010B-C121-All

MOBILIZATION FEE	\$ 1,340.00
REMEDIAION SUPERVISORS/PROJECT MANAGER 120 HOURS @ \$ 55.00	6,600.00
REMEDIAION WORKERS 360 HOURS @ \$ 50.00	18,000.00
WASTE DISPOSAL AND TRANSPORTATION	800.00
PERFORMANCE & PAYMENT BONDING	860.00
SUBTOTAL	\$ 27,600.00
PLUS NM GRT @ 8.4375%	2,328.75
TOTAL WITH NM GRT FOR PIGEON DECONTAMINATION & CES FEES	\$ 29,928.75

Note: We reserve the right to withdraw this proposal if not accepted within 30 days.

Keers Remediation, Inc., Signature: *Christopher Lara* Date: 03/19/18
Name/Title: Christopher Lara, Service Coordinator, E-mail: clara@keers.com

Limitation of Authority: Proposals over \$50,000 require Keers corporate review and signature by an officer and approval to be valid.

Reviewed and approved by: _____ Date: _____
Name/Title

CUSTOMER ACCEPTANCE

The above proposal (pages 1-4) are hereby accepted. You are authorized to complete the work as described.

Client Signature: _____

Name/Title: _____ Date: _____

Please Return to:

Keers Remediation, Inc., Corporate Office
5904 Florence Ave. NE, Albuquerque, NM 87113
Telephone: (505) 823-9006 or Toll Free 800-327-8642
Fax: (505) 823-2766 or Above Email Address

**Service Center Located in
El Paso, Texas**