

4/26/24



417 Harrison St, Oakland, CA 94607/ Phone: (650) 576-4303 / CL#103474/ DIR #1000053728

PROPOSAL FOR “NOT TO EXCEED” AGREEMENT BETWEEN: THE MBASIA JPA AND PRECISION CONCRETE CUTTING (PCC)

Overview

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to pedestrians. Displaced sidewalks cause problems for both public and private entities in the form of trip and fall liability exposure.

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related cost to allow MBASIA JPA members access to professional sidewalk inspection and repair maintenance services. Furthermore, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR’s specific services are defined below and are available to MEMBER on as as-needed basis. The exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBER is responsible for initiating and requesting any work of Contractor.

Background Information on Precision Concrete Cutting

PCC has been repairing and inspecting sidewalks since 1990. The company does work throughout the United States and with dozens of cities in California.

Precision Concrete Cutting is leader in sidewalk asset management. We specialize in surveying sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allows them to create a GIS data base to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

Precision Concrete Cutting technicians will walk every panel in the project area and visually inspect for potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE DATA COLLECTION SOFTWARE

Precision Concrete Cutting has developed a proprietary mobile software that is useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data – Records additional sidewalk data (ie. spalling, cracks, replacement spots, and any other data you need)
- Sidewalk Asset Management – Precision Concrete Cutting offers complete sidewalk asset management



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To Date, PCC has been awarded 6 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – www.uspto.gov

- 6,827,074 - Hub and blade combination patent
- 6,896,604 - Dust hood patent
- 7,000,606 - Cutting apparatus and broadening patent
- 7,143,760 - Method patent
- 7,201,644 - Variations and broadening patent
- 7,402,095 - Extended methods patent

Contract Amount

The \$100,000 contract will be divided equally for each of the 10 MBASIA Member Cities. The funding will be utilized by PCC to perform sidewalk assessment and repair service not to exceed \$10,000 for each member City each budget cycle.

Service Option #1
Sidewalk Assessment Services

Contractor will inspect sidewalks and provide a written inspection report in the approved format approved by the Member. The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of the Member with the agreement of both parties.

Sidewalk Assessment Fee Scheduled

\$495 per sidewalk mile

Service Option #2
Sidewalk Assessment and Uneven sidewalk Repair Services

3/8 to 1/2"	>1/2 to 1"	>1-2"
\$ 40.90	\$ 81.80	\$ 162.29

cost per location, one location is maximum 5 Ft.

*\$25 per address mobilization charge for each address when working on a list of locations.

Value Added services at no charge

- Developing mailing list
- Public Notices and Signs
- Before and After site photographs
- Uploading data into City's GIS
- R&R Inventory and Documentation
- Debris Removal
- Administrative Reporting
- Permits and Licenses
- Material and Supplies
- Environmental Impact Reporting

Member Cities

1. Capitola
2. Del Rey Oaks
3. Gonzales
4. Greenfield
5. Hollister
6. King City
7. Marina
8. Sand City
9. Scotts Valley
10. Soledad

Precision Concrete Cutting is committed to providing the highest quality service to our clients. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

Joseph Ortega

Vice President

YOUR HERE REPRESENTATIVE:



06/10/2024

Title MBASIA Program Administrators

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for x years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (if Design/Build), with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
5. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor’s insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Hold harmless: To the fullest extent allowable by law, contractor shall hold harmless, defend at its own expense, and indemnify Agency against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's sole negligence or willful acts.