

RESOLUTION #2023-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CITY-CONTRACTOR AGREEMENT WITH PRECISION CONCRETE CUTTING, L.L.C., FOR SIDEWALK REPAIRS ON RESIDENTIAL STREETS WITHIN BRENTMOOR PLACE SUBDIVISION.

WHEREAS, the City Council, as part of the Road and Bridge Fund for 2023, set aside one-hundred and fifty thousand dollars (\$150,000) for sidewalk replacement and repairs; and

WHEREAS, the Department of Public Works maintains public sidewalks on the City's right-of-way; and

WHEREAS, last year, the Department of Public Works utilized the contracting company Precision Concrete Cutting, L.L.C. (hereinafter "Contractor") for a 2022 project, to repair public sidewalks along some city streets; and

WHEREAS, the Contractor is an exclusive provider of sidewalk cutting services as they utilize proprietary tools and processes for sidewalk repair; and

WHEREAS, the Department of Public Works was very pleased with the quality and cost of the 2022 project completed by the Contractor; and

WHEREAS, the Department of Public Works would like to repair the remaining 678 identified sidewalk locations on the Subdivisions' public sidewalks (hereinafter "Project"); and

WHEREAS, the Contractor provided a quote for the amount of \$25, 000 to complete the Project in 2023, which the Department has reviewed and recommends; and

WHEREAS, the Administrative and Public Works Committee, at their June 6, 2023, meeting, reviewed the quote, and recommended awarding a city-contractor agreement to the Contractor to complete the Project at a contract amount of \$25,000.

WHEREAS, the City Council of the City finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to enter into a city-contractor agreement with the Contractor to complete the Project for recommended contract amount.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms, and provisions of the City-Contractor Agreement by and between the City of Wildwood, Missouri, and Precision Concrete Cutting, L.L.C., for the Project, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and are hereby approved and the Mayor shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City,

such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Resolution.

Section Two. That the Mayor shall be and hereby is further authorized and directed, on behalf of and in the name of the City, to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above-mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the Mayor of any agreement, document, instrument, check or certificate referred to in this Resolution and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the Mayor may do or perform in conformance with the powers conferred upon the Mayor by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

Section Three. The total expenses and liability of the City under the Agreement shall not exceed a contract sum of \$25,000, except that the City Council may by resolution increase said amount upon recommendation by the City Administrator and Director of Public Works of the City.

Section Four. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Resolution of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section Five. Severability. If any term, condition, or provision of this Resolution shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Resolution without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section Six. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and resolved by the Council of the City of Wildwood, Missouri this _____ day of _____, 2023.

CITY OF WILDWOOD

BY: _____
James R. Bowlin, Mayor

ATTEST:

City Clerk

Exhibit A
[attach Agreement]

City of Wildwood
CONTRACTOR / SERVICES AGREEMENT

DEPARTMENT: Public Works

DATE: June 8, 2023

THIS AGREEMENT, made and effective this ____ day of _____, 2023, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as “City”, and Precision Concrete Cutting, Inc., hereinafter referred to as “Contractor”, with a business address of: 1896 Goldeneye Drive, Holland MI, 49424.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described in any attachments incorporated herein and additionally as follows:

Removal of potential sidewalk trip hazards in Brentmoor Place Subdivision as further described on Attachment B.

The above services (hereinafter referred to as the “Work”) shall be provided by the Contractor in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Contractor.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed Twenty-Five thousand dollars (\$25,000.00), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Contractor. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Contractor shall first agree by written Change Order as to how the Contractor is to be paid. Any services provided in addition to the Work shall not entitle Contractor to additional compensation unless approved in advance and by written Change Order executed by the City and the Contractor.

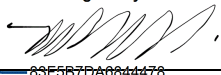
III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before June 19, 2023, shall be completed on or before October 1, 2023, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

DocuSigned by:

83F587DA8844478...

Contractor _____

By Mark Bonkowski _____

Title President _____

City of Wildwood

By _____

Title _____

ATTEST:

DATE: _____

- ATTACHMENT A – Contractor/Services Agreement General Conditions
- ATTACHMENT B – Contractor Proposal
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Contractor Liability Insurance Requirements

Attachment A

City of Wildwood
**CONTRACTOR/SERVICES AGREEMENT
GENERAL CONDITIONS**

- 1. Independent Contractor.** The Contractor shall be and operate as an independent Contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.
- 2. Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Contractor without the express written consent of the City. In addition, the Contractor shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.
- 3. Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Contractor, the requirements of the executed Contractor/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.
- 4. Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Contractor. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Contractor in advance of the Work being performed. Contractor, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Contractor upon written notification from the City if the City and Contractor are not able to agree as to matters of scope and compensation for changes to the Work.
- 5. Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from Contractor's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. Contractor's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.
- 6. Insurance.** Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may

be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's Work, as determined by the City, shall be named as additional insured.

The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

9. Reimbursable Expenses. Expenses of the Contractor that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Contractor personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

11. Other Contractors. The City reserves the right to employ other Contractors in connection with the Work.

12. Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

14. Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Work performed and accepted. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty

(30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. Amendments. This Agreement may be amended only by written agreement signed by the parties.

19. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. Severability. If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

23. Prevailing Party. If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

24. Non-Waiver. The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

Attachment B



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.MissouriSafeSidewalks.com

May 25, 2023

City of Wildwood

Attn: Brendan Maher, Civil Engineer
16860 Main St.
Wildwood, MO, 63038



WILDWOOD

Phone: (636) 405-2043 Cell: (314) 420-1131 Email: brendan@cityofwildwood.com

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Proposal for the CITY of WILDWOOD, 2023**

Brendan,

We appreciate the opportunity to submit this proposal for the City of Wildwood. Total cost for this project **will not exceed 25,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at info@PCCMich.com.

We will provide a W-9 for your files and have our proof of insurance (an ACORD) faxed directly to your attention by our insurance provider. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Missouri, Michigan, Illinois, and Indiana that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of the City of Wildwood staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.

As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Wildwood over \$180,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City of Wildwood designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



Scope and Cost

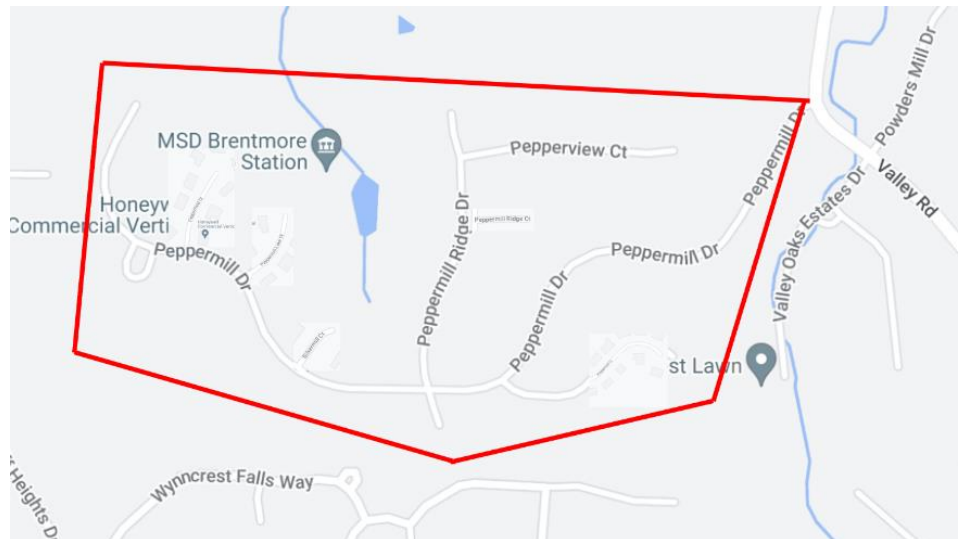
Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Wildwood to remove sidewalk trip hazards on select contiguous sidewalk areas. PCC would typically bill for this project at the rate of \$54 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). However, PCC will offer a municipal project rate of \$42/IF. For this project, PCC will perform 595 IF of trip hazard removal (up to the established project budget). It is estimated this project will resolve over 450 sidewalk trip hazards. **Billing will be based on actual work performed, up to the approved project budget of \$25,000.**

The sidewalk trip hazards are defined as differentials in the walkway of .375" high up to (including) 2.0" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. The work will be performed on City sidewalks in the project areas as prioritized by the City. Note: It is estimated the streets listed below contain more than 595 IF of trip removal. PCC will work in the following order, up to the approved or amended City project budget;

| Job No. (Area) | Location | Estimated # of Trip Hazards Cut | Estimated Inch Feet | Cost |
|----------------------------|---|---------------------------------|---------------------|--------------------|
| 1 | Peppermill Dr (from Valley to End) - as budget allows | 450 | 595 | \$32,142.86 |
| 2 | Peppermill Ct - as budget allows | 0 | 0.00 | \$0.00 |
| 3 | Peppermill Ridge Dr - as budget allows | 0 | 0.00 | \$0.00 |
| 4 | Peppermill Ridge Ct - as budget allows | 0 | 0.00 | \$0.00 |
| 5 | Pepperview Ct - as budget allows | 0 | 0.00 | \$0.00 |
| 6 | Silvermill Ct - as budget allows | 0 | 0.00 | \$0.00 |
| 7 | Peppermill Lake Ct - as budget allows | 0 | 0.00 | \$0.00 |
| 8 | Pepperfield Ct - as budget allows | 0 | 0.00 | \$0.00 |
| Totals | | 450 | 595 | \$32,142.86 |
| Additional Services: | | | | \$0.00 |
| Travel and Expenses: | | | | \$0.00 |
| Discount* : | | | | -\$7,142.86 |
| Net Proposed Total: | | | | \$25,000.00 |

*Municipal discount will apply if project accepted prior to June 16, 2023 and with an authorization to proceed with project by July 1, 2023.

MAP: Arial view of work area with specific perimeters (red line) for sidewalk trip removal.



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Missouri using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Wildwood any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City of Wildwood. This itemized list provides the City of Wildwood with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City of Wildwood to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long term relationship in which we can help the City of Wildwood achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Tracy Deniszczuk, Business Dev Mgr, MO
and Mark Bonkowski (President)

_____ customer

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

_____ authorized signature / date

(317) 695-3271 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

_____ printed name / title

Attachment C

(Optional)

**Contractor/Services Agreement
Progress Payment Schedule**

Contractor: _____ Date: _____
Project: _____ Basic Compensation: \$_____

| <u>Phase of Work</u> (Describe) | <u>% of Total</u> | <u>Progress Payment</u> |
|---------------------------------|-------------------|-------------------------|
| Phase I: | _____ % | \$_____ |
| Phase II: | _____ % | \$_____ |
| Phase III: | _____ % | \$_____ |
| Phase IV: | _____ % | \$_____ |
| Phase V: | _____ % | \$_____ |

Total Basic Compensation: \$_____

Attachment D

Contractor Liability Insurance Requirements

The Contractor shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and its Sub-Contractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000*.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each accident*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.