#### AGREEMENT FOR CONTRACTOR SERVICES

#### Safe Sidewalks, Inc. Dba Precision Concrete Cutting

#### Concrete Cutting and Sidewalk Survey Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of July 1, 2020, by and between the City of Lake Elsinore, a municipal corporation ("City") and Precision Concrete Cutting, a Corporation ("Contractor").

#### **RECITALS**

A. The City has determined that it requires the following professional services:

# Concrete Cutting and Sidewalk Survey Services

- B. Contractor has submitted to City a proposal, dated August 21, 2020, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Contractor to perform the services as provided herein and Contractor desires to provide such professional services as set forth in this Agreement.

#### **AGREEMENT**

1. <u>Scope of Services</u>. Contractor shall perform the services described in Contractor's Proposal (Exhibit A). Contractor shall provide such services at the time, place, and in the manner specified in Contractor's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

#### 2. Time of Performance.

- a. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Contractor's Proposal (Exhibit A).
- b. <u>Performance Schedule</u>. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.
- c. <u>Term and Compliance with Task/Work Order System.</u> Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force

and effect for a period commencing on July 1, 2020 and ending June 30, 2023. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

- 3. <u>Compensation</u>. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Thirty Thousand Dollars (\$30,000) per fiscal year without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. <u>Method of Payment</u>. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.
- 5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

#### 6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

## 7. Plans, Studies, Documents.

- a. <u>Ownership of Documents</u>. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.
- b. <u>Licensing of Intellectual Property</u>. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
- c. <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

## 8. Contractor's Books and Records.

- a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.
- b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

#### 9. <u>Independent Contractor</u>.

- a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.
- b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Contractor as provided in the Agreement, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
- 10. <u>PERS Eligibility Indemnification</u>. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. <u>Interests of Contractor</u>. Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
- 12. <u>Professional Ability of Contractor</u>. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

#### 13. <u>Compliance with Laws</u>.

- a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.
- b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.
- 14. <u>Licenses</u>. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability. claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

## 16. <u>Insurance Requirements</u>.

- a. <u>Insurance</u>. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.
  - Workers' Compensation Coverage. Contractor shall maintain i. Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.
  - ii. <u>General Liability Coverage</u>. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404

covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

- iii. <u>Automobile Liability Coverage</u>. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.
- iv. <u>Professional Liability Coverage</u>. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub Contractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made <u>annual</u> aggregate basis, or a combined single limit per occurrence basis.
- b. <u>Endorsements</u>. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
  - i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.
  - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

- vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. <u>Certificates of Insurance</u>. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- 17. <u>Notices</u>. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore

Attn: City Manager 130 South Main Street Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore

Attn: City Clerk

130 South Main Street Lake Elsinore, CA 92530

If to Contractor: Precision Concrete Cutting.

Attn: Mr. Gary Beneduci 5737 Kanan Road, 718 Agoura Hills, CA 91301

- 18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 19. <u>Waiver</u>. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

- 20. <u>Litigation Expenses and Attorneys' Fees.</u> If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 21. <u>Mediation</u>. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
- 22. <u>Prohibited Interests</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 23. <u>Equal Opportunity Employment</u>. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 24. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.
- 25. <u>Severability</u>. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

- 26. <u>Controlling Law Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.
- 27. <u>Authority to Enter Agreement</u>. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.
- 28. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 29. <u>Entire Agreement; Incorporation; Conflict.</u> This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.
- 30. <u>Amendments</u>. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY" "CONTRACTOR" CITY OF LAKE ELSINORE, a municipal Precision Concrete Cutting, a Corporation corporation DocuSigned by: DocuSigned by: Jason Simpson Gary Beneduci Jason Simpson By: Gary Beneduci Assistant City Manager Its: Owner ATTEST: DocuSigned by: CAY City Clerk APPROVED AS TO FORM: DocuSigned by: Barbara Leibold City Attorney DocuSigned by: Shannon Buckley Risk Manager

Attachments: Exhibit A – Contractor's Proposal

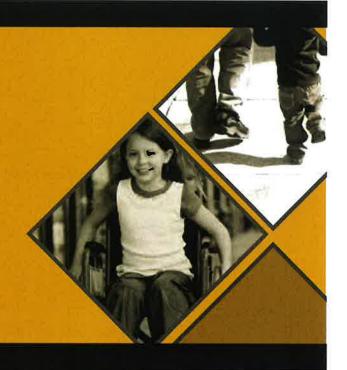
Exhibit B - List of Subcontractors

# EXHIBIT A CONTRACTOR'S PROPOSAL [ATTACHED]



# THE CITY OF LAKE ELSINORE

Citywide Sidewalk Assessment and Repair Estimate



Presented to the City of Lake Elsinore September 2020



# PROJECT AREA - 8 SPECIFIED SCHOOL AREAS

# **ESTIMATED TOTAL PRJECT REPAIRS**

#### **TOTAL PROJECT REPAIRS\***

Project Totals	Total LOC	<b>Total Sq Feet</b>	Saw Cut \$	Spall Fill \$	Est R&R \$	Total Project \$
8 School Zones	1831	62,346.00	\$69,744.75	\$11,475.00	\$31,410.00	\$112,629.75

The information in this document is confidential, and is to be used only by the City of Lake Elsinore, and Precision Concrete Cutting in evaluating the project.

<sup>\*</sup>Estimate only. Spall patch, Remove and Replacement not included in the scope



# **CANYON HILL PHASE 1 & PHASE 2**

# **ESTIMATED TOTAL PROJECT REPAIRS**

## **TOTAL PROJECT REPAIRS\***

Project Totals	Total Repair LOC	Total Tree LOC	Total Sq Feet	Saw Cut \$	Spall Fill \$	Est R&R/Tree \$	Total Project \$
Canyon Hill Subdivision	950	717	29,909.00	\$49,440.75	\$1,650.00	\$24,696.00	\$75,786.75

<sup>\*</sup>Estimate only.

The information in this document is confidential, and is to be used only by the City of Lake Elsinore, and Precision Concrete Cutting in evaluating the project.



Los Angeles/Central California P: (888) 881-9816 F: (818) 698-8280 www.SafeSidewalks.com

November 10, 2020

Rick De Santiago Public Works Superintendent City of Lake Elsinore 521 North Langstaff Street Lake Elsinore, CA 92530

Subject: Specifications and Pricing for trip hazard abatement, City of Lake Elsinore.

Hello Rick:

Thank you again for the opportunity to help improve the safety of your walkways in the City of Lake Elsinore. We are pleased to offer our budget stretching solution that will meet your ADA requirements and reduce your risk of liability.

I have provided our pricing methodology, a breakdown of discounted rates, and repair specifications for the City of Lake Elsinore for Sidewalk Assessment and Uneven Sidewalk Repair services.

We deeply appreciate your continued business. Please contact me by email at <a href="mailto:garyb@safesidewalks.com">garyb@safesidewalks.com</a> or call me at 888-881-9816 Ext 1. My mobile phone is 1-858-699-1089.

We look forward to working with you.

Sincerely;

Gary Beneduci, General Manager Precision Concrete Cutting Los Angeles/Central California 5737 Kanan Road, #718 Agoura Hills, CA 91301 Phone: 888-881-9816

Fax: 818-698-8280



Los Angeles/Central California P: (888) 881-9816 F: (818) 698-8280 www.SafeSidewalks.com

#### PRICE METHODOLOGY

#### Sidewalk Assessment Services

Sidewalk Assessment is charged by the cost per sidewalk mile or cost per man hour.

## **Uneven Sidewalk Repair**

Our standard pricing is based on the specific size and number of trip hazards we remove for each particular job. You pay only for the concrete removed.

For each trip hazard identified, three measurements are taken:

- Height1 the highest point of the hazard
- 2. Height 2 the lowest point of the hazard
- 3. Length of the hazard

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We group surveyed hazards into the following three classes.

#### **Hazard Classes**

Less Severe (small)

Severe (medium)

Above 1/4" high to 1/2"

Above ½" high to 1"

Above 1" high to 2"

## **Price per Location**

Trip hazard removal is charged by the cost per Hazard Class category per 5 lineal feet location to the closest ½ foot as provided in the CJPIA Master Services Agreement. A removal of a trip hazard greater than 5 lineal feet shall be charged incremental cost per 5 feet location for the hazard class.

#### SCHEDULE OF RATES

The following schedule of rates for Sidewalk Assessment and Uneven Sidewalk Repair services are based on the California JPIA Sidewalk Maintenance Program and the preferential pricing associated with the Master Services Agreement available to all members.

#### Contract Rate Schedule

See CJPIA Master Service Agreement below.



Los Angeles/Central California P: (888) 881-9816 F: (818) 698-8280 www.SafeSidewalks.com

#### REPAIR SPECIFICATIONS

For this agreement we focus our specialized service on all hazards with a difference in vertical elevation of above 1/4" to 2 1/2".

- 1. Sidewalk hazards will be repaired at a slope of 1:12 and 1:8 in compliance with the Americans with Disabilities Act (ADA).
- 2. Sidewalk hazards will be removed from the full length of the panel (full edge to edge repair).
- 3. Handicap ramps or special areas will be repaired at a slope of 1:12, in compliance with ADA requirement.
- 4. Cut concrete to a uniform finish that meets OSHA standards for slip resistance
- 5. All trip hazard repairs will have a zero point of differential in height with the adjacent panel.
- 6. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
- 7. A dust abatement system will be used during all repair operations
- 8. All debris removed and repaired areas, sidewalks and grass left clean.

**Final Price and Invoicing:** A complete, itemized summary of trip hazard sizes, location, and actual cost to remove will be provided to the customer with each invoice. Invoices will be issued at the end of the job or end of each week if the project requires multiple weeks for completion. Invoices are due upon receipt.

**Warranty on Service:** We guarantee the quality of our work and the removal of all hazards completely as proposed.

#### MASTER SERVICES AGREEMENT

This Master Services Agreement ("AGREEMENT") made as of this date, 1/1/2019, by and between Precision Concrete Cutting ("CONTRACTOR") and The California Joint Powers Insurance Authority ("AUTHORITY").

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow California JPIA members ("MEMBER") access to professional sidewalk inspection and maintenance services.

Further, 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 an 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.

# **Service Option 1**

#### SIDEWALK ASSESSMENT SERVICES

CONTRACTOR will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). 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 MEMBER with the agreement of both parties.

#### Sidewalk Assessment Fee Schedule

Cost Per Sidewalk Mile	Total Sidewalk Miles	Estimated Cost per Day	Estimated Man Days	Total Estimated Assessment Cost		
\$386.00	TBD	\$1,000	TBD	\$ TBD		

#### Sample Services and Responsibilities

- 1. MEMBER shall provide maps of specified areas to CONTRACTOR.
- 2. CONTRACTOR shall inspect public rights-of-way designated on the maps.
- 3. CONTRACTOR shall use current ADA and California Building Code standards, as applicable, in determining trip hazards. These hazards shall include, but not be limited to:
  - a) Differential displacement between sidewalk sections 3/8" or greater
  - b) Spall surfaces, holes in surfaces, and cracks above 1" wide or greater
  - c) Deteriorated joints that have an eroded condition and are 1/2" wide or greater
- 4. CONTRACTOR shall record location of damaged sections in a GPS device.
- 5. Data entered into the GPS device shall be provided in writing to the MEMBER.
- 6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
  - a) Identification and description of each problem condition
  - b) Physical address and location, including GPS location data
  - c) Size of the hazards in height, length, and square foot

Rev. 11/18 Page 1 of 5



- d) Probable cause of the hazard, if evident
- e) Pictures of damaged areas
- f) Priority for repair high, medium, or low
- g) Recommended action to be taken
- 7. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

# Service Option 2 SIDEWALK TRIP HAZARD REMOVAL

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location	
Price per Hazard	\$25.75	\$51.75	\$104.25	5 lin. feet	25 sq. ft.	
Price per Sq. Ft.	\$1.03	\$2.07	\$4.17	\$5.00	N/A	

CONTRACTOR shall be paid a fee for trip hazard repair service on lifted sidewalk with a difference in vertical elevation 3/8" and above to 2 1/2".

The fee paid to CONTRACTOR for trip hazard removal shall be charged on a per hazard class per 5 lineal feet. Removal of a trip hazard greater than 5 lineal feet shall be charged in 5 linear foot increments:

Example: A small hazard (3/8" to 1/2" high) that is 7 lineal feet shall be charged for 10 linear feet =  $$26.50 \times 2$  locations = \$53.00.

## Sample Services and Responsibilities

- 1. CONTRACTOR shall repair sidewalk trip hazards from 3/8" and up to 2 1/2" in designated work areas as determined by the MEMBER.
- 2. CONTRACTOR shall remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving a zero point of differential between slabs.
- 3. CONTRACTOR shall not cause any damage to landscaping, trees, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If CONTRACTOR and/or CONTRACTOR's equipment does cause damage to above, the MEMBER must be notified immediately and damages must be repaired at the CONTRACTOR's expense within 24 hours of the time the damage occurred.
- 4. CONTRACTOR shall completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
- 5. CONTRACTOR shall repair each sidewalk trip hazard without damage to adjacent slab(s) or curb(s).
- 6. CONTRACTOR shall cut dry with dust abatement mechanism. No water-cooling is allowed, which creates slurry and contaminates storm drains or causes excessive environmental impact.
- 7. CONTRACTOR shall submit an itemized summary of all repaired hazards which includes:
  - a) The specific hazard height both high side and low side measurement in 1/8ths of an inch
  - b) The actual length of the repair to the nearest 1/2 foot
  - c) The total width of actual repair to the nearest 1/2 foot
  - d) The square feet of the effective panel from joint to nearest joint or score line
  - e) The calculated unit for measurement shall be the square foot of the affected panel

Rev. 11/18 Page 2 of 5



- f) The physical location (address) of each repair
- g) Pictures of each repair, as requested
- h) Itemized cost of each repaired trip hazard
- 8. CONTRACTOR shall submit a detailed invoice setting forth the services performed, in accordance with the formula for saw-cutting calculations. All invoices must show the cut depth, size, length, width, square feet, address, the number of locations, and the date repaired for each hazard removal. The billing unit for invoice calculation shall be the number of locations where one (1) location is up to 5 lineal feet.
- CONTRACTOR shall guarantee specified repair slope (1:12, or based upon the Americans with Disabilities Act and California Building Code) is achieved. If defined slope is not achieved, CONTRACTOR must repair to specification at no additional charge within 24 hours of discovery.
- 10. CONTRACTOR shall guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a co-efficient of friction of at least 0.6.
- 11. Method of trip hazard removal shall entail precise saw-cutting performed with hand-held, electric-powered equipment, using a machined hub and flush-mounted, diamond-tipped blades. Must be capable of cutting at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, and next to fences and retaining walls or buildings.
- 12. CONTRACTOR shall make its best effort to notify residents 3 days in advance of any work and schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.
- 13. CONTRACTOR shall take precautions during saw-cutting operations not to disfigure, scar, or impair the health of any tree on public or private property.

# Service Option 3 SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location		
Price per Hazard	\$31.00	\$62.00	\$123.00	5 lin. feet	25 sq. ft.		
Price per Sq. Ft.	\$1.24	\$2.48	\$4.92	N/A	N/A		

See sample services and responsibilities under respective sections in Service Option 1 and Service Option 2.

# Service Option 4 FIVE-YEAR MAINTENANCE PROGRAM

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location		
Price per Hazard	\$31.00	\$62.00	\$123.00	5 lin. feet	25 sq. ft.		
Price per Sq. Ft.	\$1.24	\$2.48	\$4.92	N/A	N/A		

Rev. 11/18 Page 3 of 5



#### Sample Sidewalk Survey Services and Responsibilities

- 1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
- 2. CONTRACTOR shall specify problems and recommend action to be taken.
- 3. CONTRACTOR shall prioritize the areas and problems to be resolved.
- 4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
- 5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
- 6. CONTRACTOR shall recommend areas to be demolished and replaced.
- 7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
  - a) Identification and description of each problem condition
  - b) Physical address and location, including GPS location data
  - c) Size of the hazards in height, length, and square foot
  - d) Probable cause of the hazard, if evident
  - e) Pictures of damaged areas
  - f) Priority for repair high, medium, low
  - g) Recommended action to be taken
  - h) CONTRACTOR shall report to the MEMBER the results of the inspection upon completion

# Sample Sidewalk Trip Hazard Removal Services and Responsibilities

- 1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
- 2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from 3/8" up to 2 1/2" in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
- 3. The MEMBER shall set a fixed budget "not to exceed" per month, per quarter, or per year.
- 4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management.

#### Sample Remove/Replacement Survey Reporting Services and Responsibilities

- 1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
- 2. CONTRACTOR shall identify "remove and replacement" locations to maximize the repair of locations that truly need to be replaced.
- 3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the affected panels to be replaced.
- 4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
- 5. CONTRACTOR shall provide an in-depth report on a monthly basis, audit-able for maintenance and risk management.

Page 4 of 5 \_\_\_\_

FOR AUTHORITY:	FOR CONTRACTOR:
Norman Lefmann	Gary Beneduci
NAME	NAME
Assistant Executive Officer	General Manager
TITLE /	TITLE
m -	gal.
SIGNATURE	SIGNATURE
12/5/18	11/26/2018
DATE	DATÉ

- fo

# EXHIBIT B LIST OF SUBCONTRACTORS NONE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CONTACT NAME:											
Pro	gressive Tower Insurance Service				PHONE (A/C, N	o, Ext): (818)	704-1068		FAX (A/C, No):	(81	8)812-7854
733	4 Topanga Cyn Blvd., Suite #108				E-MAIL ADDRE		@progressivein	ns.net			
Can	noga Park, Ca , CA 91303					INS	SURER(S) AFFOR	RDING COVERAGE			NAIC #
Pho	ne (818)704-1068 Fa	x (8	18)81	2-7854	INSURER A: EVANSTON INSURANCE COMPANY						
INSU	JRED				INSURER B:						
Safe	e Sidewalks Incorporated DBA Precision	Conc	rete (	Cutting	INSURI	ERC: EVANS	STON INSURA	NCE COMPANY			
573	7 Kanan Road, #718				INSURI	ERD: SIRIUS	AMERICA INS	SURANCE COMPA	NY		
Aao	ura Hills, CA 91301-				INSURI	ER E :					
					INSURI	ER F :					
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	✓ COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENT PREMISES (Ea occ	TED currence)	\$ 10	00,000.00
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	AUTOMOBILE LIABILITY							(Ea accident)		\$	
	ANY AUTO SCHEDULED							BODILY INJURY (P		\$	
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	HIRED AUTOS AUTOS							(Per accident)	GL	\$	
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	WORKERS COMPENSATION							WC STATU- TORY LIMITS	OTH-	\$	
	AND EMPLOYERS' LIABILITY Y / N			WO 4 4005 00							000 000 00
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A		WC44085-20		06/11/2020	06/11/2021	E.L. EACH ACCIDE			000,000.00
	If yes, describe under						E.L. DISEASE - EA		-	000,000.00	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO	DLICY LIMIT	\$ 1,	000,000.00
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)										
Citv	of Lake Elsinore is listed as additional ins	sured					. ,				
,			-								
CE	RTIFICATE HOLDER	-	-		CANO	CELLATION					

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE** 

City of Lake Elsinore

130 South Main Street Lake Elsinore, CA 92530. Progressive P.O. Box 94739 Cleveland, OH 44101 PROGRESSIVE COMMERCIAL

1-800-895-2886

Policy number: 04510011-6

Underwritten by.
Progressive Express Ins
March 31, 2020
Page 1 of 1

# **Certificate of Insurance**

#### Certificate Holder

Additional Insured CITY OF LAKE ELSINORE 130 SOUTH MAIN LAKE ELSINORE, CA 92530

Insured
SAFE SIDEWALKS INC
PRECISION CONCRETE CUTTIN
5737 KANAN 718
AGOURA HILLS, CA 91301

Agent/Surplus Lines Broker
PROG COMMERCIAL

PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jan 8, 2020	Policy Expiration Date: Jan 8, 2021
Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$2,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$2,000,000 Combined Single Limit
Employer's Non-Owned Auto BIPD	\$2,000,000 Combined Single Limit
Hired Auto Bodily Injury/Property Damage	\$2,000,000 Combined Single Limit

#### Description of Location/Vehicles/Special Items Scheduled autos only

#### Certificate number

09120A13011

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



Form 5241 (10/02)

# **BUSINESS LICENSE**

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: PRECISION CONCRETE CUTTING

Business Location: 5737 KANAN RD STE 718

AGOURA HILLS, CA 91301-1689

Owner Name(s): GARY BENEDUCI

CITY OF LAKE ELSINORE

Administrative Services - Licensing 130 South Main Street, Lake Elsinore, CA 92530 PH (951) 674-3124

BUSINESS LICENSE NO. 024325

Business Type: LIMITED SPECIALTY CONTRACTOR

Description: MAINTENANCE AND REPAIR SIDEWALKS

**Issue Date:** 11/1/2020 **Expiration Date:** 10/31/2021

PRECISION CONCRETE CUTTING SAFE SIDEWALKS INC. 5737 KANAN RD # 718 AGOURA HILLS, CA 91301-1689

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE