

AGREEMENT FORM

Parks & Recreation – Tapawingo Sidewalk Saw Cutting and Repairs

This agreement, made this 16th day of **December, 2015** at West Lafayette, Indiana, by and between the City of West Lafayette Redevelopment Commission (hereinafter referred to as the "City") and **Precision Concrete Cutting** (hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all materials, tools, machinery, labor and supervision necessary to saw cut and level areas of the sidewalk at Tapawingo Park to meet ADA requirements. Project will be to saw cut uneven sidewalks and curbs, and well as to seal cracks in areas of concern (listed on the map provided).

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of **\$9,380.00 (Nine thousand and Three hundred Eighty dollars & no cents)** defined as the contract price, and computed from the Contractors Proposal included herein. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the City.

Said contract price shall be paid to the Contractor in installments in the manner provided in, and under conditions of, the General Conditions.

If litigation is commenced to enforce any term of this contract, the prevailing party is entitled to receive litigation costs including reasonable attorney fees.

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, the Request for Quotes Package, Materials Specifications, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The Contractor agrees that the work contained in the contract shall be completed in accordance with the following:

Work shall achieve final completion by January 29th, 2016.

Article 7: INSURANCE

During construction of the Project, Contractor shall maintain policies of insurance for Workers' Compensation as well as general liability insurance in the amount of \$1,000,000 or more. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Contractor shall name the City as an additional insured. Contractor shall deliver to the City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

Article 8: INDEMNITY AND HOLD HARMLESS AGREEMENT.

The City shall be indemnified, held harmless, and defended by Contractor for any claims whatsoever arising out of, as a result of, or in connection with the work performed by Contractor including, but not limited to:

- (i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the project site by Contractor or any party acting by, under, through, or on behalf of Contractor;
- (ii) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or
- (iii) the breach by Contractor of any term or condition of this Agreement;

Further, Contractor shall be responsible for obtaining or maintaining any permits required by any

governmental or public or private administrative body, whatever it may be, in connection with the services set out in Article 1. Contractor shall be required to ensure that the company, and its operations in connection with the services set out in Article 1, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.

Article 9: PREVAILING PARTY – ATTORNEY FEES

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Article 10: ENGAGING IN ACTIVITIES WITH IRAN

By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

Article 11: E-VERIFY

Contractor shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- c. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.
- d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in

violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

Article 12: NON-DISCRIMINATION

Contractor agrees:

- a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- c. That the City may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

**CONTRACTOR:
PRECISION CONCRETE CUTTING**

**CITY OF WEST LAFAYETTE
REDEVELOPEMENT COMMISSION**

Name, Title
Don Hughes Manager, Indiana Operations

Lawrence T. Oates, President

Stephen B. Curtis, Secretary



December 7, 2015

City of West Lafayette - Parks

Attn: Tim Clark, Director of Facilities
300 North Street
West Lafayette, IN 47906

Subject: Proposal for **SIDEWALK TRIP HAZARD REMOVAL**, Tapawingo Park 2015

Tim,

We appreciate the opportunity to submit this pilot proposal to the City of West Lafayette (City). The total cost for this project will not exceed \$9,380 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**.

Our W-9 and our proof of insurance (an ACORD) is current and on file with your business office. Let us know if any additional information or documents are required before we begin work. We appreciate your consideration and 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 20 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalks 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 is the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan 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 that will 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 removed materials are properly recycled.

Precision Concrete Cutting 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 repairs and disposes (for recycle) it as part of the service. Being a complete solution, no follow-on tasks are required of city staff. Sidewalks remain open with only minor disruption while PCC moves through 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. Removing and replacing 100 sidewalk panels would result in approximately **96,000 lbs. of concrete being removed with the like amount being hauled in new** (average panel weight for 5' x 4' x 4" is over 960 lbs.). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing around **500 lbs. of concrete that will be recycled** (no heavy equipment or hauling is required). Remove and replacement work is minimized requiring very little, if any, new concrete. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City designated contact(s) using a Precision Concrete Project Manager to establish priorities, a high-level schedule for each area, review risks/constraints and safety plans. Typically, a crew of four (the project manager and three skilled operators) will be deployed to the job site to begin work once the City gives the authorization to proceed and our schedules permit.

Precision Concrete Cutting (PCC) will deploy a well-marked light-duty pickup truck, van, and/or 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 on the sidewalks in front 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.



Cost and Scope

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of West Lafayette Parks to address trip hazards on public walkways. PCC will bill by the linear foot for this project at the rate of \$10 per linear foot (curb reduction is \$15/lf).

Joint (or gap) fill will be performed as required by the City at a cost of \$5 per linear foot (joint fill for ¼” control joints is \$1.5/lf). This service includes cleaning the existing joint, installing a backer rod, and applying a compound known as Sikaflex1C-SL. It is a self-leveling, premium-grade polyurethane sealant with an accelerated curing capacity. Sikaflex1C meets Federal Specification TT-S-00230C, Type 1, Class A and it meets ASTM C-920, Type S, Grade P, Class 25. It is an excellent product used to seal horizontal expansion joints in concrete slabs and walkways.

The scope of the sidewalk trip hazards are defined as a differential in the walkway greater than .25” high and less than or equal to 1.5” high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements wherever possible. The scope of the joint fill work will be performed on City/Park sidewalks in areas defined by the City Facilities Department;

Area	Estimated Cutting Linear Ft	Estimated Joint Fill Linear Feet	Description (Address Blocks)	Est Amount
1a	149.0	149	Tapawingo Park, curb reduction and joint fill along Tapawingo drop area	\$ 2,980
1b	12.0	0	Tapawingo Park, trip hazard removal on walkways (100 Tapawingo N)	\$ 120
1c	0.0	831	Tapawingo Park, joint fill on walkways	\$ 4,155
1d	0.0	600	Tapawingo Park, relief-joint fill on walkways, estimated nte (1/4" wide)	\$ 900
1e	22.0	0	Tapawingo Park, additional walkway cuts south step/walk area	\$ 220
1f	67.0	0	Tapawingo Park, curb reduction near walking bridge	\$ 1,005
	250	1,580	Total Cost Estimate:	\$ 9,380

Amount billed will be based on the actual work completed up to the maximum amount approved by contract with the City. This proposal estimates a **project cost of \$9,380** based on the April and December 2015 surveys.



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 Indiana using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of each month. Municipal payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed unit 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. This itemized list provides the City 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 West Lafayette 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 achieve its annual sidewalk maintenance objectives.



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

Don Hughes, Indiana Operations
and *Mark Bonkowski*, President

_____ Customer (City Name)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

_____ authorized signature / date

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

_____ printed name / title

Federal ID #: 80-0183496