

## **RESOLUTION NO. 23-117**

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A First Amendment To The Maintenance Services Agreement With Precision Concrete Inc. To Increase The Total Compensation By \$208,000 For A Total Amount Not To Exceed \$253,000 For On-Call Sidewalk Survey And Repairs As Part Of The Sustainable Streetscapes Project (SUT-01) And To Extend The Contract Term To December 31, 2026**

**WHEREAS**, the City entered into a Maintenance Contract (Agreement) with Precision Concrete Inc. (Contractor) on December 12, 2022; and

**WHEREAS**, under the Agreement, the Contractor determined specific locations on City sidewalks requiring trip hazard and ADA non-compliance repairs, but the scope did not include funding to conduct the repairs; and

**WHEREAS**, the City requires additional funding to conduct those repairs; and

**WHEREAS**, the City requires on-call maintenance service to conduct future spot-condition assessment and repairs of City sidewalk trip hazards and ADA non-compliance; and

**WHEREAS**, the cost to complete the spot repairs is \$108,000, and the cost to fund on-call services through December 31, 2026 is not to exceed \$100,000; and

**WHEREAS**, a First Amendment to the Agreement is needed to pay for the additional services; and

**WHEREAS**, there is adequate funding in the CIP within the Sustainable Streetscapes Project (SUT-01); therefore, be it

**RESOLVED**, by the City Council of the City of Emeryville that the City Manager is authorized to execute a First Amendment to the Maintenance Contract with Precision Concrete Inc., attached hereto as Exhibit A, to increase the contract amount by \$208,000 to an amount not to exceed \$253,000 for On-Call Sidewalk Survey and Repairs and extend the contract term to December 31, 2026.

Resolution No. 23-117  
First Amendment to On-Call Sidewalk Survey and Repair Contract  
City Council Meeting | September 5, 2023  
Page 2 of 2

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, September 5, 2023, by the following vote:

AYES:	<u>5</u>	Mayor Bauters, Vice Mayor Welch and Council Members Kaur, Mourra and Priforce
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:  
*John Bauters*  
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MAYOR

ATTEST:  
  
DocuSigned by:  
*April Richardson*  
9AF9F67CE8284D8...  
CITY CLERK

APPROVED AS TO FORM:  
  
DocuSigned by:  
*John Kennedy*  
2C934D02DB55407...  
CITY ATTORNEY

**ATTACHMENTS**

- Exhibit A – Contractor Proposal for a First Contract Amendment



# City of Emeryville

CALIFORNIA

## MAINTENANCE SERVICES CONTRACT

### FIRST AMENDMENT

**THIS FIRST AMENDMENT TO THE MAINTENANCE SERVICES CONTRACT** ("Amendment") is effective as of \_\_\_\_\_ by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **PRECISION CONCRETE CUTTING** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

### WITNESSETH THAT

**WHEREAS**, the City and Contractor entered into a Maintenance Services Contract dated December 20, 2022 ("Contract") for the purpose of retaining the services of Contractor to provide Concrete Sidewalk Survey and Shaving Services; and

**WHEREAS**, the City and Contractor desire to amend the Contract; and

**WHEREAS**, the public interest will be served by this Amendment.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

#### 1. AMENDMENT

The Parties agree to amend the Contract as checked below:

##### 1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

**OR**

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-1**, attached hereto and incorporated herein by this reference.

##### 1.2 Termination Date

- ☒ The Parties desire to extend the termination date. **Section 1.5** of the Contract is hereby amended to extend the termination date to **DECEMBER 31, 2026**.

#### FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

**City of Emeryville** | Maintenance Services Contract Amendment  
REV 06/2020

**1.3 Total Compensation Amount**

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in **Section 1.3.C** of the Contract by **TWO HUNDRED EIGHT THOUSAND DOLLARS AND NO CENTS (\$208,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED FIFTY THREE DOLLARS AND NO CENTS (\$253,000.00)**.

**2. CONTINUING EFFECT OF CONTRACT**

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

**3. ADEQUATE CONSIDERATION**

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**4. SEVERABILITY**

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**5. WAIVER**

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

*SIGNATURES ON FOLLOWING PAGE*

6. SIGNATURE PAGE TO MAINTENANCE SERVICES CONTRACT  
FIRST AMENDMENT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,  
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:  
*John Kennedy*  
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\_\_\_\_\_  
City Attorney

Dated: CITY OF EMERYVILLE

\_\_\_\_\_  
City Manager

Dated: PRECISION CONCRETE CUTTING

DocuSigned by:  
*Joseph Ortega*  
0AB73319AC1F439...  
\_\_\_\_\_  
07/24/2023 Joseph Ortega, Vice President (Signature)

Attach: W-9 Form	Attach: Business License Certificate
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**EXHIBIT A-1**

Date 7/10/23

**PROPOSAL FOR “NOT TO EXCEED” AGREEMENT BETWEEN  
THE CITY OF EMERYVILLE AND PRECISION CONCRETE CUTTING (PCC)****OVERVIEW**

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

It is proposed that the City of Emeryville and PCC enter into an agreement whereby PCC will assess, and repair sidewalks (horizontal concrete saw cutting) as identified and requested by City staff. The price for these services shall not exceed the dollar amount and quantity defined in the “Proposal Detail” section below.

**BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING**

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

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

**ASSESSMENT SERVICES**

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

**PROPRIETARY MOBILE PHONE SOFTWARE**

PCC has developed proprietary mobile software usable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g., spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management





### **PROPRIETARY AND PATENTED REPAIR METHOD**

To Date, PCC has been awarded 8 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – [www.uspto.gov](http://www.uspto.gov)

6,827,074 - Hub and blade combination patent  
 6,896,604 - Dust hood patent  
 7,000,606 - Cutting apparatus and broadening patent  
 7,143,760 - Method patent  
 7,201,644 - Variations and broadening patent  
 7,402,095 - Extended methods patent  
 9,759,559 - Stand up measuring gauge digitized readout  
 9,494,407 - Stand up measuring gauge

### **PROPOSAL DETAILS**

**Contract amount:** Total charge for services rendered shall not exceed \$208,000.

- *\$108,000 for repairs outlined in area 1 below and \$100,000 for on-call request through December 31<sup>st</sup>, 2026.*

**Sidewalk Repair Billing Units:** Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot-wide sidewalk that consists of a 0.5” rise on one side, and tapers down to a zero rise on the other is calculated as follows:

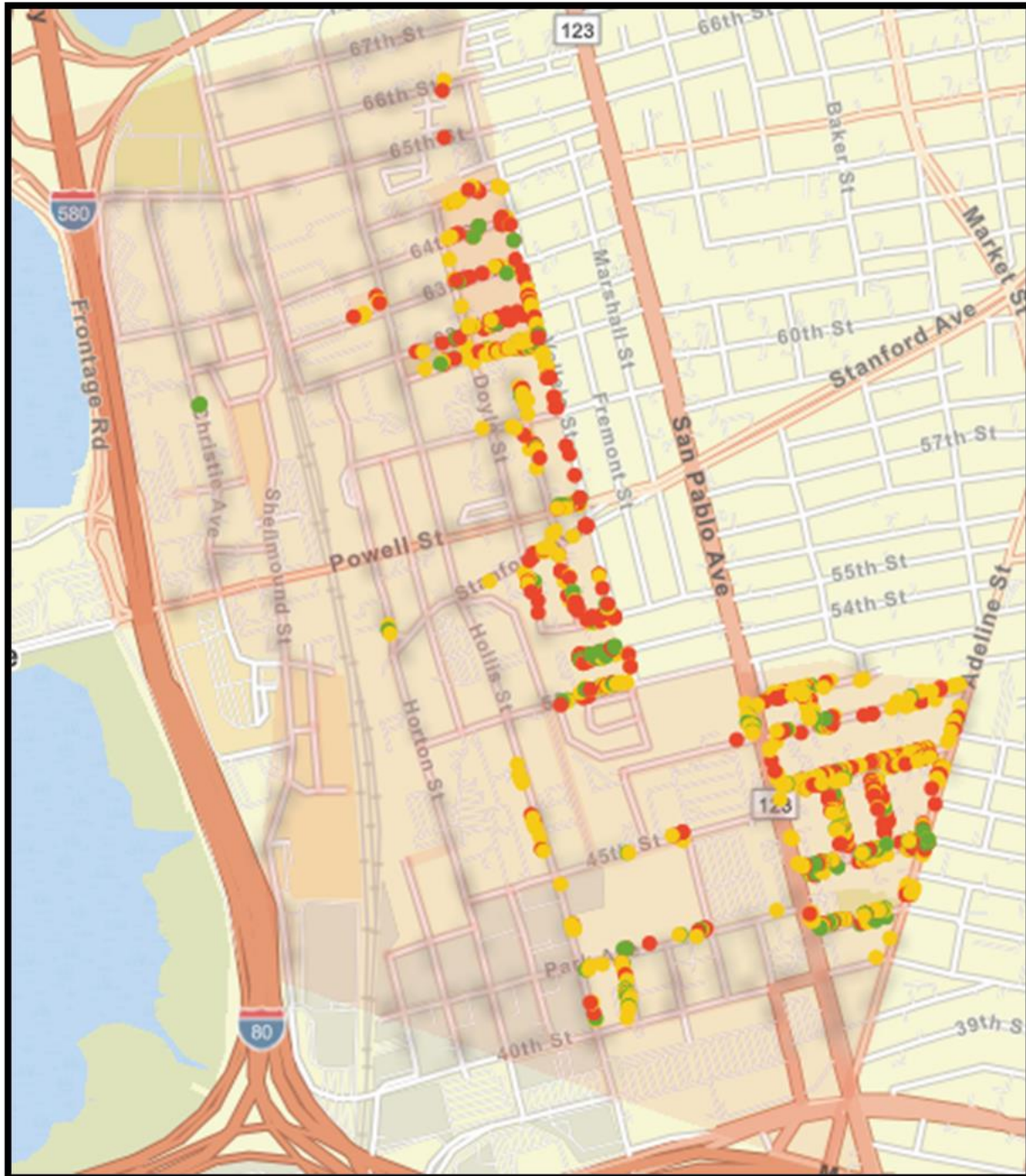
$$\frac{0.5" + 0"}{2} \times 4\text{ft} = 1 \text{ inch-foot}$$

**Unit Price for sidewalk shaving:** \$45.97 per inch foot





Number of addresses	319 addresses
Number of Items	1,188 lifts
InFt	2,330.06 InFt
Repair Cost:	
Total Cost	\$107,834.09

**Streets with Sidewalks to be repaired: Area 1:**



### **LIMITATIONS**


PCC removes only those trip hazards specifically requested or approved by customers, and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. In addition, PCC only performs certain trip hazard repairs. Among other things, PCC does not remove and replace sidewalk slabs (R&Rs) and does not repair certain ATTNs (e.g. utility boxes). Furthermore, to preserve clients' budget, PCC typically does not perform any repair at and around any sidewalk slabs that require to be replaced. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining to it.

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

**PCC REPRESENTATIVE:**

Joseph Ortega

**YOUR REPRESENTATIVE:**

X   
07/13/2023

