

## 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

- 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 x 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

- 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.
  9. 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

### **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.

**FOR AUTHORITY:**

Norman Lefmann \_\_\_\_\_  
NAME

Assistant Executive Officer \_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

12/5/18 \_\_\_\_\_  
DATE

**FOR CONTRACTOR:**

Gary Beneduci \_\_\_\_\_  
NAME

General Manager \_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

11/26/2018 \_\_\_\_\_  
DATE

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