

Agenda Item No. D-2

DATE SUBMITTED 5/28/25
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 6/4/25

COUNCIL ACTION ()
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 1. Approve Sidewalk Survey Proposal from Precision Concrete
 Cutting through a Master Services Agreement with JPIA

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

On April 2, 2025, the City Council approved and adopted the Sidewalk Inspection and Maintenance Program, which split the city into five grids. According to the program, one grid will be inspected each year, starting with Grid one. CJPIA has a Master Services Agreement with Precision Concrete to inspect and identify sidewalk areas that are deemed trip hazards. The contractor will inspect Grid one and provide the results in Geographic Information System (GIS) format. The contractor can repair any areas that require grinding or slicing at the costs identified in the Master Agreement. Areas that need to be removed or replaced will be handled by another party.

FISCAL IMPACT: NOT TO EXCEED

Funds to cover associated costs will be expended from budgeted street funds.

Streets 01-320-5330 - \$5,000.00
 Streets 01-320-5442 - \$5,328.50

FINANCE
INITIALS

VMS

STAFF RECOMMENDATION:

approve request

DEPT. INITIALS

Jmg

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

dtm

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

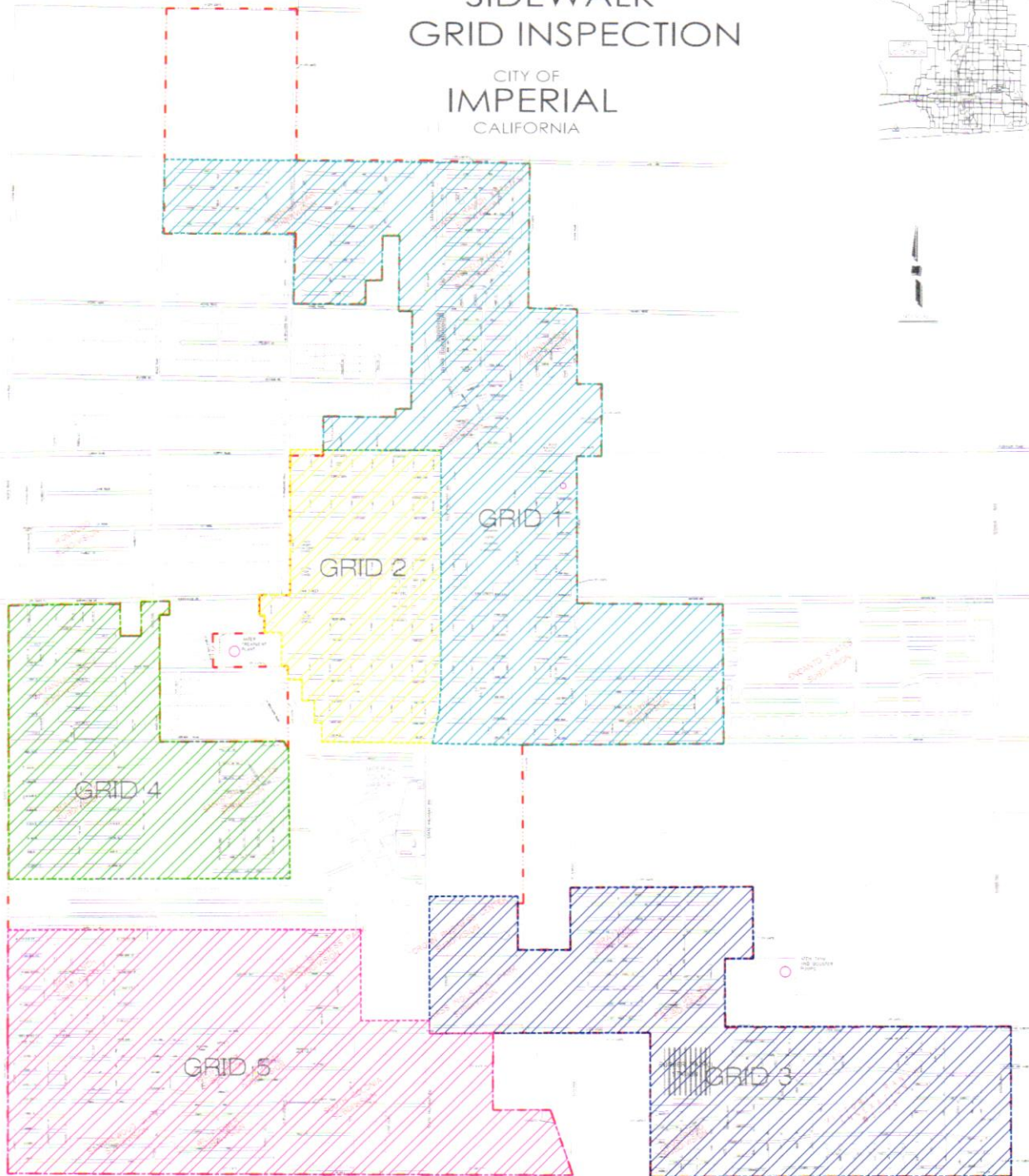
REJECTED ()

DEFERRED ()

SIDEWALK GRID INSPECTION

CITY OF
IMPERIAL
CALIFORNIA

VENUE MAP



- ON BOUNDARY LINE
 COUNCIL ALLEY TRAILER
- | | |
|--|---------------------|
| | GRID 1 - FY 2025/26 |
| | GRID 2 - FY 2026/27 |
| | GRID 3 - FY 2027/28 |
| | GRID 4 - FY 2028/29 |
| | GRID 5 - FY 2029/30 |



Sidewalk Survey Proposal City of Imperial (Grid 1)

The information in this summary and proposal is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.

Services and Responsibilities

1. The City of Imperial shall provide maps of specified areas to Precision Concrete Cutting.
2. Precision Concrete Cutting shall inspect public right-of-ways designated on the maps.
3. Precision Concrete Cutting shall use current ADA standards and Member standards in determining tripping hazards. These hazards shall include, but not be limited to:
 - a) Differential displacement between sidewalk sections 3/8 inch or greater
 - b) Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
 - c) Deteriorated joints that have an eroded condition and are 1/2 inch wide or greater
4. Precision Concrete Cutting shall record location of damaged sections in a GPS device.
5. Data entered into the GPS device shall be provided in writing to the The City of Imperial.
6. Precision Concrete Cutting 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.
7. Precision Concrete Cutting shall report to the The City of Imperial the results of the inspection upon completion.

ITEM – Sidewalk Survey Breakdown

The table below outlines the options available for the sidewalk survey.

Our evaluation will focus on vertical displacements of 3/8 inch or greater to ensure compliance with ADA (Americans with Disabilities Act) standards and improve pedestrian safety throughout the community.

Sidewalk Survey Options:

- **Path of Travel Only** - Includes the assessment and GIS data collection of hazards that fall within the main path of travel.
- **Transverse** - Includes the assessment and GIS data collection of hazards that fall within the main path of travel along with panels with vertical displacements parallel to the walkway.

Survey Option 1

Survey Option	# of Sidewalk Miles	Cost per Sidewalk Mile	Price
Path Of Travel Only Path of travel hazards within ADA standards	22.7	\$455	\$10,328.50
		Total	\$10,328.50

Survey Option 2

Survey Option	# of Sidewalk Miles	Cost per Sidewalk Mile	Price
Path Of Travel Only Path of travel hazards within ADA standards	22.7	\$455	\$10,328.50
Transverse Added survey of hazards parallel to main path of travel	21.95	\$250	\$5,487.50
		Total	\$15,816.00

Customer assistance is requested for the following:

- Notification to residents that Precision Concrete Cutting will be in the area performing sidewalk assessments.

CLARIFICATIONS

- Where bonds are necessary for a particular client/project, all bonding costs incurred by Precision Concrete Cutting will be forwarded to the client for full reimbursement.
- In the event of inclement weather, there will be a temporary suspension of work to protect our employees or materials against any damage/injury from the weather conditions.
- Project to be completed on weekdays. Client to ensure that work area will remain clear of foot traffic where possible. If weekend days are requested, additional fees will be applied.
- Project will take time to complete. Your business representative will work with you in providing a start date, along with the full estimated time to complete work.

WARRANTY

Precision Concrete Cutting guarantees that all work is completed according to industry standards. We agree to correct, repair, or replace any of our work that proves to be defective in workmanship or material within a period of one year from the completion of the project without expense to the Owner, ordinary wear and tear and unusual abuse or neglect excepted

PRECISION CONCRETE CUTTING

CSLB# 925449

Date

Parker Yocum, Business Manager
Direct: 9517601945
parker@pcctriphazardremoval.com

Signature

ACCEPTANCE OF PROPOSAL: The forgoing proposal is accepted and is intended to be a binding contract for the performance of the work identified herein. Additional Terms Apply.

Project: City of Imperial (Grid 1)

TOTAL APPROVED CONTRACT PRICE

Date

Option 1

\$10,328.50 (NET 30)

Option 2

\$15,816.00 (NET 30)

Signature

*In the event of inclement weather, there will be a **temporary suspension of work** to protect our employees or materials against any damage/injury from the weather conditions. Your business representative will work with you to reschedule on the next available work day.*

(Please print name and title)



www.sandiegosidewalks.com

ADDITIONAL TERMS

1. **Expiration of this Proposal.** The offer to perform the work for the price and terms set forth in this Proposal and Contract is valid for **ninety (90) days**. After ninety (90) days, there may be an increase due to materials cost, which Precision Concrete Cutting has no control over.
2. **Permits and Fees.** This quotation excludes any permits, fees, bonds, engineering, or inspections. Any exclusionary costs will be carried over to the Client.
3. **Limitations.** The parties agree that Precision Concrete Cutting is not responsible for, and may not be held liable for any loss, expenses, delays, or consequential damages resulting from natural disasters, inclement weather, strikes, lockouts, boycotts, material shortages, material stolen from the work site, national emergency, civil unrest, government shutdowns, stay-at-home orders, pandemics, acts of God, or other factors and causes reasonably beyond the control of Precision Concrete Cutting.
4. **Failure to Make Timely Payments.** Full payment on invoices is due **thirty (30) days** after completion of the assessment, unless stated otherwise on the proposal. Unpaid balances will accrue interest at the rate of one and one-half percent (1.5%) per month until paid. Client will also pay contractor filing fees and court fees. It is the responsibility of the owner to review all completed work prior to invoice due date. Any disputes after the due date will only be addressed after payment has been made to Precision Concrete Cutting, and the issue to be addressed has been submitted to your account manager, in writing. A mechanics lien will be placed on all projects whose billing reaches and exceeds 70 days.
5. **Complete Agreement.** This Agreement is not a "standard form contract." Each party has participated in the negotiations leading to this document. Any presumption that an ambiguity in this Agreement should be construed against the drafting party is hereby waived. These "additional terms" supersede any conflicting terms in any other documentation.
6. **Warranty.** One-year warranty on materials and workmanship

NOTICE TO OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceeding, for all or part of your property being so improved will be placed against the property for any past due invoice that reaches and exceeds 70 days.

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contract may be referred to the registrar of the board whose address is: Contractor State License Board, 9835 Goethe Road, Sacramento, California 95826.

MASTER SERVICE AGREEMENT

This Master Services Agreement (AGREEMENT) made as of this date, February, 15, 2023, 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 members on as as-needed basis; the exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBERS are 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 Estimate Assessment Cost
\$455.00	TBD	\$1,000	TBD	\$ TBD

Sample Services and Responsibilities

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public right-of-ways designated on the maps.
3. CONTRACTOR shall use current ADA standards and Member standards in determining tripping hazards. These hazards shall include, but not be limited to:
 - a) Differential displacement between sidewalk sections 3/8 inch or greater
 - b) Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
 - c) Deteriorated joints that have an eroded condition and are 1/2 inch 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, 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	\$31.00	\$62.00	\$125.00	5 lin. feet	25 sq. ft.

CONTRACTOR shall be paid a fee for specialized trip-hazard repair service on lifted sidewalk with a difference in vertical elevation above ¼" to 2 ½".

The fee paid to CONTRACTOR for trip-hazard removal shall be charged on a cost per hazard category per 5 lineal feet location. A removal of a trip hazard greater than 5 lineal feet shall be charged incremental cost per 5 feet location for the hazard class as follows:

Example: A less severe hazard (3/8" to 1/2" high) that is 7 lineal feet long shall be charged 2 locations (7 lineal feet = 5 feet + 2 feet) = \$31 x 2 locations = \$62.00

Sample Services and Responsibilities

1. CONTRACTOR shall repair sidewalk trip hazards above ¼" and up to 2 ½" 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 8ths of an inch
 - b. The actual length of the repair to the nearest ½ foot
 - c. The total width of actual repair to the nearest ½ 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 effected 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 1:8 based upon requirements outlined by the Americans with Disabilities Act) 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	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

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	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

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 above ¼ inch up to 2 ½ inches 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 effected panels to be replaced.
- 4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
- 5. CONTRACTOR shall provide monthly an in-depth report, audit-able for maintenance and risk management.

Bonding Requirements

Direct cost associated with any specific bonding requirements beyond the required Contractors License Bond including the cost of Performance Bond, Payment Bond, or any other additional bonding requirements are not included in the fee schedule listed above and will be added to the cost of the project.

CPI Escalation

The fees charged by Precision Concrete Cutting which are expressed as stated dollar amounts in this schedule shall be increased annually commencing on the one-year anniversary date of the Effective Date. Any increase must include written justification such as CPI figures and is subject to approval if it exceeds the annual 3% allowable increase.

Authorization

CONTRACTOR shall inspect and report only those sidewalk conditions and trip hazards as specified in the performance in this AGREEMENT, and therefore makes no representation that other trip hazards outside the scope of work have been identified. CONTRACTOR shall not be responsible for conditions outside the control of CONTRACTOR that have changed after completion of the inspections due to tree roots, water, settling, and other causes, and shall not be liable for any claims, losses, or damages arising from known or unknown trip hazards. Additionally, CONTRACTOR shall carry out authorized remediation and repair work as specified in the performance of this AGREEMENT, and based on locations either identified through their inspection process or identified separately from the CONTRACTOR'S inspection process. CONTRACTOR shall be responsible for removal of all trip hazards that have been identified and authorized through the performance of this AGREEMENT. CONTRACTOR shall not be responsible for trip hazards that arise after completion of the remediation and repair work as specified in the performance of this AGREEMENT due to conditions outside the control of the CONTRACTOR, such as tree roots, water, settling, and other causes.

FOR AUTHORITY:

Jonathan Shull

NAME

Chief Executive Officer

TITLE

SIGNATURE

February 7, 2023

DATE

FOR CONTRACTOR:

Gary Beneduci

NAME

General Manager

TITLE

SIGNATURE

February 7, 2023

DATE