

City Council Staff Report



Applicant:

NA

Location:

NA

Prepared By:

Steven Lord, Public
Works Director

Public Hearing:

No

Attachments:

Contract

Existing Hazard Cost
Estimate

REQUEST

Enter a contract with Precision Concrete Cutting for sidewalk trip hazard repair.

BACKGROUND & DESCRIPTION

We recently completed a sidewalk master plan in which were identified over 2,000 sidewalk hazards. Over 800 of these hazards are trip hazards which can be remedied by grinding the lips of sidewalks flush.

EVALUATION

Precision Concrete Cutting has been the city's preferred sidewalk trip hazard repair company for the past several years, most recently completing the sidewalk repair project on Main Street from 1600 North to Maple Street. The process used is efficient and effective and allows the city to meet ADA requirements and avoid potentially costly litigation.

The attached contract between the City and Precision Concrete Cutting will allow us to contact PCC to repair trip hazards as we are made aware of them at a pre-authorized inch-foot price. The contract will be in effect from December 1, 2021 to June 30th, 2024. Part of the contract will include surveying 1/5th of the city each year and repairing any trip hazards identified in the survey as well as responding to trip hazards identified at other times.

Once the contract is in place, we expect to have PCC start addressing the existing sidewalk hazards identified in the sidewalk master plan. This project will take several months and extend into the next fiscal year and will cost between \$80,577 and \$175,728 depending on the actual measured hazard sizes. The current balance of GL item 10-60-43 allocated to sidewalks and curb repair is approximately \$152,000,

RECOMMENDATION

Enter a contract with Precision Concrete Cutting for sidewalk trip hazard repair and complete the sidewalk repair project up to the budgeted amount.

RESOLUTION NO. 2021-

RESOLUTION ENTERING INTO A CONTRACT WITH PRECISION CONCRETE CUTTING FOR SIDEWALK TRIP HAZARD REPAIR AND COMPLETE THE SIDEWALK REPAIR PROJECT UP TO THE BUDGETED AMOUNT

WHEREAS, the City Council has made maintaining the City sidewalks a major priority and,

WHEREAS, the City recently completed a sidewalk master plan; and

WHEREAS, the City has need to repair the existing sidewalk trip hazards and make provision to address future trip hazards;

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah to adopt a resolution entering a contract with Precision Concrete Cutting for sidewalk trip hazard repair and complete the sidewalk repair project up to the budgeted amount

This resolution adopted this 1st day of December, 2021 by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “**Agreement**”) is effective **December 1st 2021**, by and between **Mapleton City Corporation**, a Utah entity (“**Mapleton**”) and **PRECISION CONCRETE CUTTING, INC.**, an independent contractor (“**Precision**”).

RECITALS:

- A. Precision has significant experience in removing trip hazards from sidewalks.
- B. Mapleton City is in need of such services.
- C. Mapleton desires to enter into an independent contractor agreement with Precision for the removal of trip hazards from sidewalks within Mapleton City.
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants and undertakings, the parties hereby agree as follows:

1. **Employment of Precision.** Mapleton agrees to engage Precision and Precision agrees to furnish all services necessary or desirable up to the maximum contract amount as set forth in paragraph 3 below, to remove trip hazards from sidewalks within Mapleton City. Precision shall only remove such trip hazards from sidewalks as directed in writing by The Mapleton City Engineer or his/her designee (“**Engineer**”). (All such services are collectively referred to herein as the (“**Services**”). The term of this contract is for 3 years.

2. **Detailed Description of the Services.** Precision shall do, perform, and carry out in a good, professional manner, the following Services:

(a) **Eliminate Trip Hazards.** Precision shall eliminate all trip hazards designated by Engineer from ¼” to 2” in height. Precision shall saw cut all such trip hazards in accordance with the Americans with Disabilities Act requirements. Each offset will be tapered at a slope specified by the Mapleton and shall have a smooth, uniform appearance and texture.

(b) **Saw Cut.** All saw cutting shall be taken to the zero point of differential settlement and to the edges of the sidewalk to eliminate trip hazards the full width of the sidewalk.

(c) **Cleaning.** All debris and concrete dust shall be cleaned from the sidewalk surface as well as surrounding areas, sidewalks, driveway, landscaping or other objects in

(d) Survey. Precision acknowledges that the City of Mapleton has performed a survey identifying for trip hazards throughout the City. Included with the trip hazard removal service, Precision will provide additional details for the trip hazards previously identified including exact height measurements, linear footage, and GPS coordinates for each trip hazard repaired with each phase of the project (photographs can also be provided if requested at the start of the contract). Precision will provide details on the hazards repaired up to contracted budgeted amount. For example; if the City budgets \$50,000 per year, Precision will repair hazards and provide detailed data for \$50,000 worth of trip hazard removal work each year.

Any damage to adjacent landscaping, sprinklers, grass, etc. shall be returned to as good a condition as existed prior to such work. Water-cooling is not allowed as the slurry is difficult to contain and can go into the water supply via storm drains near sidewalks.

3. **Fees for Services.** Mapleton shall pay Precision for Services actually performed. Services shall be performed only at the request of Mapleton and a not to exceed budget amount will be agreed upon before services begin.

4. **Method of Payment.** Precision shall submit monthly to Mapleton a detailed invoice setting forth the information for saw cutting as set forth on exhibit "A" attached hereto and made a part hereof by reference. Provided that the aggregate amount of all previous detailed invoices and the current invoice does not exceed the total compensation provided for in section 3 hereof, then Mapleton shall pay the amount set forth in the current invoice within thirty (30) days of its receipt.

5. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Precision in a professional manner in compliance with all laws and applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Precision.

6. **Equipment and Facilities.** For purposes of performing the Services, Precision shall furnish and supply at its sole cost all necessary labor, supervision, equipment, and supplies necessary and incident to performing the Services.

7. **Indemnity.** Precision shall defend, indemnify, save and hold harmless Mapleton, including its elected and appointed officials, employees, agents and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Precision providing the Services to Mapleton. Nothing herein shall be construed to require the Precision to indemnify Mapleton against Mapleton's sole negligence.

8. **Term.** This Agreement shall be effective as of the date hereof and shall terminate at 11:59:59 p.m. on **June 30th 2024**.

9. **Assignment and Delegation.** Precision will not assign or delegate the performance of its duties under this Agreement without the prior written approval of Engineer.

10. **Employment Status.**

a. **Official Status.** Precision shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Precision and shall be considered to be independent contractors.

b. **Salary and Wages.** Mapleton shall not have any obligation or liability for the payment of and salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees of Precision. All personnel providing Services shall have no right to any Mapleton pension, civil service or any other Mapleton benefits pursuant to this Agreement or otherwise.

11. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party.

12. **Insurance.** Precision shall obtain insurance as set forth below:

Worker's Compensation Insurance
And Employer's liability

Statutory amount

Commercial general liability
(Claims occur basis)

General aggregate \$ _____ with a
deductible not to exceed \$5,000
Each occurrence \$500,000
with a deductible not to exceed \$5,000
Personal injury \$500,000
with a deductible not to exceed \$5,000

Precision shall furnish certificates of insurance evidencing the insurance requirements herein before the end of each calendar quarter.

13. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City Contact Name:

Steven Lord, P.E.

City Engineer

with a copy to:

Precision:

Precision Concrete Cutting

14. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement, shall be decided by litigation in Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Precision shall continue to perform the Services during any such litigation and Mapleton shall continue to make payments to Precision in accordance with the terms of this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content or intent of any part or parts hereof.

17. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

18. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

19. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

20. **Time.** Time is the essence hereof.

21. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

23. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

24. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, _____ caused this Agreement to be signed by its mayor and attested by its city recorder and delivered; and Precision has caused the same to be signed and delivered.

MAPLETON CITY CORPORATION

By: _____
Steven Lord, P.E., City Engineer
Date signed: _____

ATTEST

City Recorder
Date signed: _____

PRECISION CONCRETE CUTTING

By: _____
_____; Its: _____
Date signed: _____

APPROVED AS TO FORM:

Print Name _____

Exhibit “A”

The fee paid to Precision for Services shall be \$42.00 per inch-foot.

Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut. Example: If a joint is cut 1” on one side and tapered to 0” on the other a full 4-foot width of the sidewalk, it shall be calculated as follows:

$$\frac{1'' + 0''}{2} \times 4' = 2 \text{ inch-feet}$$

$$2 \times \$42.00 = \$84.00$$

All invoices must show the cut depth, size, length, width, address and inch-feet calculations.

Precision Concrete Cutting’s removal of trip hazards to the specifications of this contract is protected by the U.S. Patent and Trademark Office. Patent numbers are listed. Precision Concrete Cutting is the sole-sourced provider of this type of work.

U.S. Pat. No. 6,827,074

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,000,606

U.S. Pat. No. 7,143,760

U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,402,095

U.S. Pat. No. 9,494,497

U.S. Pat. No. 9,759,559

U.S. Pat. App No. 16/670,737