

RESOLUTION NO. 2025-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING AN AGREEMENT TO PRECISION CONCRETE CUTTING FOR
CITYWIDE SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL; AUTHORIZING
THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING
AND BUDGETARY ENTRIES.

WHEREAS, the City of Marina recognizes the need to address sidewalk trip hazards to ensure safe, ADA-compliant pedestrian infrastructure; and

WHEREAS, sidewalk displacement caused by age, weather, root intrusion, and subsurface conditions poses a safety and liability concern to the public and the City; and

WHEREAS, Capital Improvement Project HSR2605 - Citywide sidewalk shaving and sidewalk condition assessment was approved to fund this effort; and

WHEREAS, Precision Concrete Cutting (PCC) is the sole authorized provider in Northern California of patented sidewalk trip hazard removal services using precision saw-cutting methods, and is uniquely qualified to complete the proposed work efficiently and safely; and

WHEREAS, PCC's methods reduce costs by eliminating the need for concrete panel replacement, while meeting ADA slope requirements and preserving the structural integrity of adjacent sidewalk panels; and

WHEREAS, PCC will also document all sidewalk conditions and repairs using DataWorks, a GIS-integrated software platform that supports ADA compliance, risk management, and long-term infrastructure planning; and

WHEREAS, PCC's services are scheduled to begin in early September 2025 and will be completed within one month; and

WHEREAS, the total not-to-exceed cost of this project is \$200,000, with an additional \$1,920 annual licensing cost for DataWorks software, and all costs are to be funded from existing appropriations in Project HSR2605; and

WHEREAS, Exhibits A through C provide supporting documentation including the scope of work, sole source justifications, and project materials;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Authorize an agreement with Precision Concrete Cutting (PCC) for sidewalk inspection and trip hazard removal services to begin in early September 2025, in an amount not to exceed \$200,000;
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 6th day of August 2025, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

CITY OF MARINA MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective August 7, 2025 by and between the City of Marina, a municipal corporation (“City”), And Precision Concrete Cutting Northern California (“CONTRACTOR”).

City wishes to retain the services of an experienced and qualified CONTRACTOR to provide sidewalk assessment, repair, and data collection (“Services”). CONTRACTOR represents and warrants that it is qualified to perform those Services. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

Unless terminated in accordance with Section 8 below, the AGREEMENT will continue in full force and effect from the Effective Date through December 31, 2025. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

2. SCOPE OF SERVICES

CONTRACTOR will provide the Services listed in the Scope of Services attached hereto as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

3. PERFORMANCE

- a. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONTRACTOR hereunder in meeting its obligations under this Agreement.
- b. CONTRACTOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.
- c. CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by CONTRACTOR or in any way affect the performance of its Services pursuant to this Agreement. CONTRACTOR shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this Section.
- d. CONTRACTOR must maintain a valid California Contractor’s License throughout the term of this Contract.

- e. CONTRACTOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither CONTRACTOR nor any person acting on CONTRACTOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. CONTRACTOR further agrees to comply with all laws with respect to employment when performing this Agreement.
- f. CONTRACTOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this Agreement.
- g. CONTRACTOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from CONTRACTOR, or from any officer, employee or agent of CONTRACTOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CITY MANAGEMENT

The City Manager, or designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONTRACTOR, but not including the authority to enlarge the Scope of Work or change the compensation due to CONTRACTOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change CONTRACTOR's compensation, subject to Section 6 hereof.

5. PAYMENT

- a. For Services rendered pursuant to this AGREEMENT, CONTRACTOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for the Services initially contemplated by this AGREEMENT, exceed the sum of \$200,000, unless otherwise first approved in writing by the City.
- b. The City Manager's contract authority is limited to \$24,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.
- c. CONTRACTOR shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter

as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of CONTRACTOR's fees, it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. LABOR CODE AND PREVAILING WAGE REQUIREMENTS:

- a. CONTRACTOR agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. CONTRACTOR will forfeit the statutory penalty to City for each worker employed in the execution of this Agreement by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- b. Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement are available for download from the State website:

<http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>

- c. CONTRACTOR must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Administrative Services Department and available to CONTRACTOR and any other interested party upon request.
- d. CONTRACTOR, and any subcontractor engaged by CONTRACTOR, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) CONTRACTOR is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- e. CONTRACTOR must comply with all provisions of Labor Code section 1775. Under Section 1775, CONTRACTOR will forfeit the statutory penalty to City for each worker employed in the execution of the Agreement by CONTRACTOR or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. CONTRACTOR may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Agreement prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must

submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations

- f. CONTRACTOR has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies CONTRACTOR that CONTRACTOR is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.
- g. CONTRACTOR must comply with Labor Code section 1771.1(a), which provides that CONTRACTOR may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5. CONTRACTOR must obtain proof of such registration from all such subcontractors."
- h. If federal funds are used to pay for the Work, CONTRACTOR and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

7. INSPECTION

City shall at all times have the right to inspect the work and materials. CONTRACTOR shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONTRACTOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONTRACTOR at least thirty (30) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

- b. In the event this Agreement is terminated pursuant to this Section, City shall pay to CONTRACTOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONTRACTOR shall submit an invoice to City pursuant to Section 6.c.

9. DEFAULT OF CONTRACTOR/FORCE MAJEURE

- a. CONTRACTOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONTRACTOR for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONTRACTOR. If such failure by the CONTRACTOR to make progress in the performance of Services hereunder arises out causes beyond the CONTRACTOR's control, and without fault or negligence of the CONTRACTOR, it shall not be considered a default.
- b. If the City Manager or designee determines CONTRACTOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONTRACTOR a written notice of the default. The CONTRACTOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONTRACTOR fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

- a. CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONTRACTOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at CONTRACTOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.
- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and

other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than \$10,000, records of both City and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

12. INDEMNIFICATION

CONTRACTOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, employees, agents, and volunteers (collectively, City) from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and CONTRACTOR, or should City otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the City (and its officers, employees, agents and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City. However, without affecting the rights of City under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

No City officer, employee or agent shall be personally liable to CONTRACTOR, in the event of any default or breach by City or for any amount that may become due to CONTRACTOR.

13. INSURANCE

Without limiting CONTRACTOR's indemnification of City, and prior to commencement of work, CONTRACTOR shall obtain, provide, and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described in Exhibit C and in a form that is satisfactory to City.

14. INDEPENDENT CONTRACTOR

- a. CONTRACTOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- b. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.
- c. Any and all employees or sub-contractors of CONTRACTOR under this Agreement, while engaged in the performance of any work or services required by CONTRACTOR under this Agreement, shall be considered employees or sub-contractors of CONTRACTOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. SUBCONTRACTORS

Before CONTRACTOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, CONTRACTOR must:

- a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.

- b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and
- c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No City officer, employee of City, or their designees or agents, and no public officer who exercises authority over or responsibilities with respect to the Services provided under the Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

CONTRACTOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement, and shall comply with the City's conflict of interest code.

If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person performing Services under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing CONTRACTOR's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

- a. All information gained by CONTRACTOR in performance of this Agreement shall be considered confidential and shall not be released by CONTRACTOR without City's prior written authorization. CONTRACTOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives City notice of such court order or subpoena.

- b. CONTRACTOR shall promptly notify City should CONTRACTOR, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent CONTRACTOR and/or be present at any deposition, hearing, or similar proceeding. CONTRACTOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONTRACTOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

TO CITY:

Ismael Hernandez
City of Marina
209 Cypress Ave.
Marina, CA 93933

TO CONTRACOR:

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email.

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

CONTRACTOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also

govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. CONTRACTOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

Maintenance Services Agreement 07.19.2022

24. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONTRACTOR shall continue to perform under this Agreement during any dispute. CONTRACTOR and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONTRACTOR warrants and represents that they have the authority to execute this Agreement on behalf of the CONTRACTOR and the authority to bind CONTRACTOR to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AMENDMENT

- a. Any modification or amendment to this Agreement must be in writing.
- b. Neither City nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

28. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MARINA

Date: _____

By: _____
Department Director

Date: _____

By: _____
City Manager

CONTRACTOR

Date: _____

By: _____
Authorized Agent

Approved as to form:

Date: _____

By: _____
City Attorney

Attachments: Exhibit A Contractor's Proposal and Scope of Services
Exhibit B Payment Schedule
Exhibit C Insurance Requirements

**EXHIBIT A
SCOPE OF WORK/SERVICES**

DRAFT

**EXHIBIT B
PAYMENT SCHEDULE**

DRAFT

**EXHIBIT C
INSURANCE SPECIFICATIONS**

Insert Alliant Language

DRAFT

VERIFICATION OF CALIFORNIA CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

CALIFORNIA CONTRACTOR'S LICENSE:

License Number: _____
Class: _____
Expiration Date: _____

CONTRACTOR

Date: _____

Signature _____

Print Name _____

(Public Contract Code § 6100)

CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

Date: _____

Signature

Print Name

**CERTIFICATE REGARDING DEPARTMENT OF INDUSTRIAL RELATIONS
CONTRACTOR REGISTRATION**

I certify, under penalty of perjury, that Contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor's Department of Industrial Relations registration number is: _____

Date: _____

Signature

Print Name & Title

(Labor Code section 1725.5)

LIST OF SUBCONTRACTORS

WORK IDENTIFICATION:

NAME AND ADDRESS OF BIDDER:

Name/Address/Phone #/State/License # of subcontractor/ City License #	Department of Industrial Relations Registration Number*	Items of Work	Portion of Work (% of Contract Price)
		% of Total Contract Price by Subcontract	
		% of Total Contract Price by Contractor	

*Pursuant to Division 2, Part 7, Chapter 1, (commencing with section 1720 including section 1725.5) of the Labor Code



417 Harrison St, Oakland, CA 94607 / Phone: (650) 867

-8657 / Fax (650) 240-3866 / CL# 103474

6/25/25

**PROPOSAL FOR “NOT TO EXCEED” AGREEMENT BETWEEN: THE
CITY of MARINA 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 Marina and PCC enter into an agreement whereby PCC will inspect sidewalks as identified by City staff. The price for these services shall not exceed the proposed dollar amount and quantity defined in the “Proposal Detail” section below.

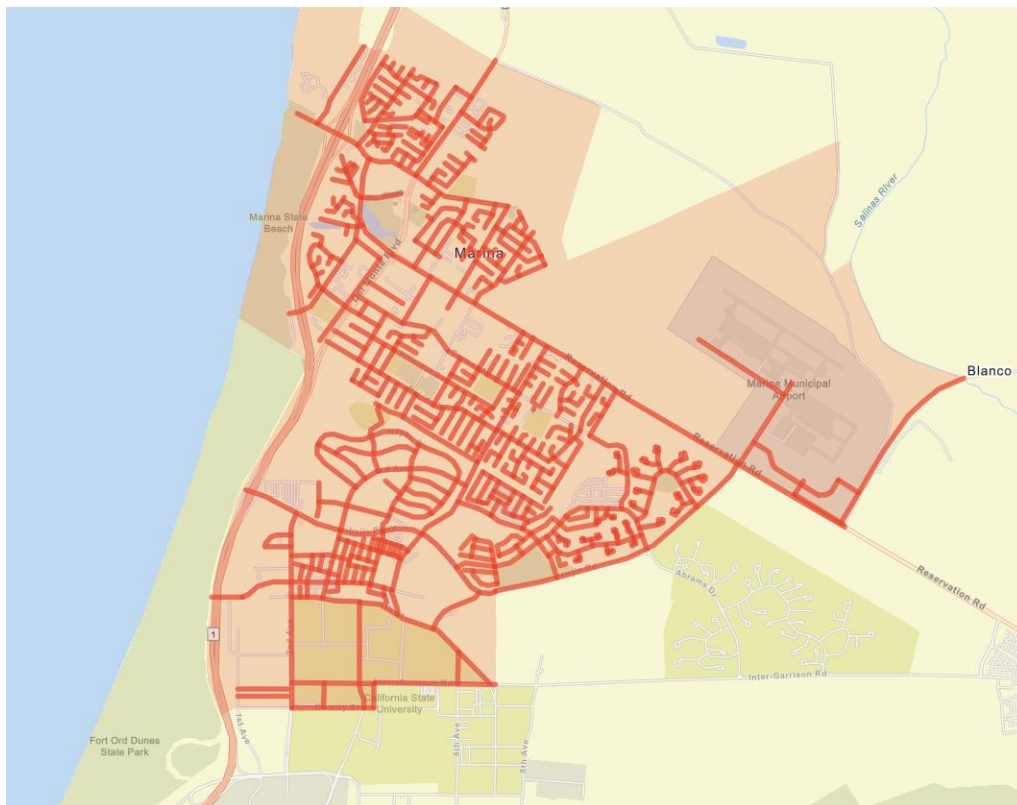
Data Collection and Sidewalk Assessment Proposal Detail

Contract amount: total charge for services rendered shall not exceed **\$200,000**

Scope of Work

- PCC Technicians will walk every sidewalk within the city of Marina
- Identify and repair off-set sidewalks .25-2”
- Identify any sidewalk lifted over 2” or cracked/spalling with be identified for remove and replacement
- PCC will capture field data including before/after site photos, measurements, repair quantities, street address and geo-location
- Dataworks Software will be used to build a GIS database to track all sidewalk repairs made by PCC and for budgeting, project planning and tracking all remove and replacement locations.
-

Project Area Map:



Sidewalk Shaving 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: \$55 per inch-foot

Shaving Off-set Sidewalk Repair Specifications

- A. Contractor shall repair all sidewalk trip hazards from 1/2" and up to 2" differential, as long as the integrity of the sidewalk is not compromised, within the areas identified in a Work Order.
- B. 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.
- C. Contractor shall not use any type of "fill" material that deteriorates or breaks apart over time.
- D. Contractor shall not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the City must be notified immediately and damages must be repaired at the Contractor's expense within 24 hours of the time the damage occurred.
- E. Contractor must 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.
- F. Contractor shall repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).
- G. No water-cooling is allowed unless all slurry and contaminants are contained. Under no circumstances shall any slurry or contaminants enter storm drains or cause excessive environmental impact. Contractor shall use a dust abatement system, and demonstrate such a system to the satisfaction of the City.
- H. Contractor shall guarantee specified repair slope (1:10 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor shall repair to specification at no additional charge within 24 hours of discovery.
- I. Contractor shall guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.
- J. The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.
- K. Grinding or pulverization of the concrete is NOT acceptable or allowed, causing microcracks or weakening the concrete panel. Contractor's sidewalk defect repairs shall not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.
- L. Dust collection device will be used in conjunction with High powered vacuums that use HEPA filters and collect 90% of the dust.

Data analytics, workflow management and record keeping - \$1,920/year:

- Access to DataWorks desktop and mobile software for an unlimited number of users and devices.
- Software training material and one-on-one software training sessions.
- On-going support and insights for data processing, data analytics and workflow management.
- Record keeping in our system and support importing data into your GIS system.

DataWorks has developed proprietary desktop and mobile applications that can be used across multiple platforms. They are developed based on state-of-the-art technology and provide reliable, easy-to-use, yet powerful tools to manage right-of-way assets. Together, they enable enhanced data collection, data analytics, workflow management and record keeping.

DataWorks Mobile:

- **GIS data** - collects accurate GPS coordinates, thanks to GPS antennas and Google Satellite fine tuning.
- **Actionable data** - allows collection of structured and categorizable data, both quantitative and qualitative.
- **Works everywhere** - works with or without cellular service, either online or offline.
- **Accurate data** - increases accuracy and efficiency thanks to data collection software assistance.
- **Multiple activity types** - supports multiple modes, e.g., assessment, repair, inspection, client QC.
- **Multiple asset types** - allows to work and/or focus on different asset types with powerful filtering.

DataWorks Desktop:

- **Asset management software** - offers complete asset management capabilities.
- **GIS software** - integrates with other GIS systems, e.g., ArcGIS, Cityworks, Cartegraph, and Lucity.
- **ArcGIS mapping** - provides data plotted on ArcGIS map or satellite view with color coded legend.
- **Object panel** - provides all details on a per asset basis, incl. all attributes, field activities, and photos.
- **Street view** - provides detailed 360° view of surroundings of each asset, powered by Google Street View.
- **Asset listing** - lists assets and any related data thanks to customizable tables and columns.
- **Table filtering** - allows to categorize and filter asset tables based on any data field.
- **KPIs** - provides valuable "Key Performance Indicators" for any subset of data displayed in map and table.
- **Analytics** - provides insightful aggregated and comprehensive reports for any subset of data.
- **Bulk editing** - allows to bulk edit large data subsets for planning, budgeting, and workflow management.
- **Record keeping** - records all history of activities, including measurement changes or condition changes.
- **Zones and streets planning** - provides mapping, mileage and activity status of zones and streets.
- **Detailed reporting** - allows to export any or all data in excel or GIS format.
-

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 clients. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

X_____

YOUR HERE REPRESENTATIVE:

Title



Ismael Hernandez

Public Works Director

City of Marina

209 Cypress Ave.

Marina, CA 93933

RE: Sole Source Justification – DataWorks Right of Way Asset Management Software

To Whom It May Concern:

DataWorks qualifies for sole source procurement based on its exclusive combination of patented software technology and integrated GIS-based infrastructure asset management system, which is not commercially available from other providers.

DataWorks is the only software platform specifically developed to support ADA-compliant sidewalk asset management in the public right-of-way. The system is protected by the following U.S. patent applications:

- U.S. Patent Application No. 19/228,582
- U.S. Patent Application No. 19/228,613
- U.S. Patent Application No. 19/228,628

These filings cover DataWorks' unique methods and systems for acquiring, mapping, and managing sidewalk, curb, gutter and ramp data for municipal infrastructure. The platform enables cities to conduct mobile field assessments, prioritize and track repairs in real time, budget, generate ADA documentation, and create reports aligned with Capital Improvement Plans and ADA Transition Plans.

DataWorks further distinguishes itself through its seamless integration with Precision Concrete Cutting's (PCC) patented sidewalk slicing services, forming a closed-loop inspection, repair, and documentation process. The system captures sidewalk conditions, photos, uplift measurements, timestamps, and repair history within a centralized, GIS-based database. This provides the transparency and documentation required for ADA Title II compliance, PROWAG guidelines, and long-term risk mitigation.

No other vendor offers this level of GIS integration, data transparency, or regulatory alignment. DataWorks is not available through resellers or third-party vendors and is exclusively licensed and managed by DataWorks LLC.

Please do not hesitate to contact us for further information or supporting documentation.

Kind Regards,

Joseph Ortega- Vice President

DataWorks – Right of Way Asset Management

335 Beach Road

Burlingame, CA 94010

(650) 576-4303

<https://www.dataworks.us/>

Dataworks – Smart Data for Smarter Sidewalks

Data Collection | Asset Management | GIS Integration | Workflow Optimization

"Turning sidewalk data into actionable infrastructure solutions."



3191 N. Canyon Road Provo, UT 84604
P: (801) 224-0025 F: (801) 224-0062
www.SafeSidewalks.com

June 25th, 2025

Ismael Hernandez
Public Works Director
City of Marina
209 Cypress Ave.
Marina, CA 93933

RE: Patent Information and Northern California

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark Office. In total, we've received 9 total patents regarding potential tripping risk removal services, ranging from techniques/methods, dust abatement, to measuring tools and methods.

Precision Emprise LLC DBA Precision Concrete Cutting Northern California is the only company authorized to use the patented equipment and method for removing sidewalk trip risks in Northern California as described by the following patent numbers:

Previous Patents

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

Current & Pending Patents

U.S. Pat. No. 6,896,604
U.S. Pat. No. 9,759,559
U.S. Pat. No. 9,494,407
U.S. Application Pat. No. 16/670,737

If you have any questions or comments, please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060





PRECISION CONCRETE CUTTING

- National Company over 60 locations
- 3 offices in Northern California
Burlingame, Oakland and Sacramento
- Partnership with the MBASIA
- 9 Patents
- Specialize – sidewalk assessment & repair

High Quality Effective Sidewalks Worldwide



U.S. Pat. No. 6,827,074	U.S. Pat. No. 7,000,606
U.S. Pat. No. 6,896,604	U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095	U.S. Pat. No. 9,759,559
U.S. Pat. No. 7,143,760	U.S. Pat. No. 9,494,407
U.S. Pat. No. 202,101,293,81	

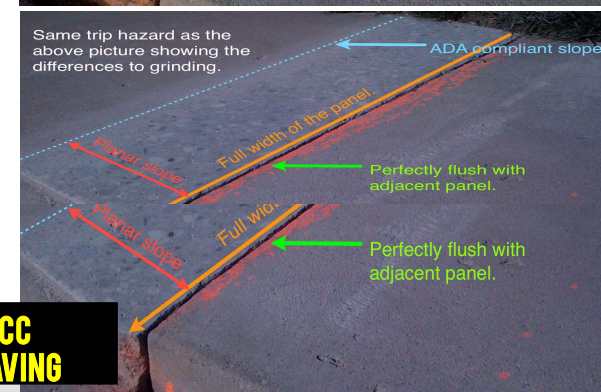
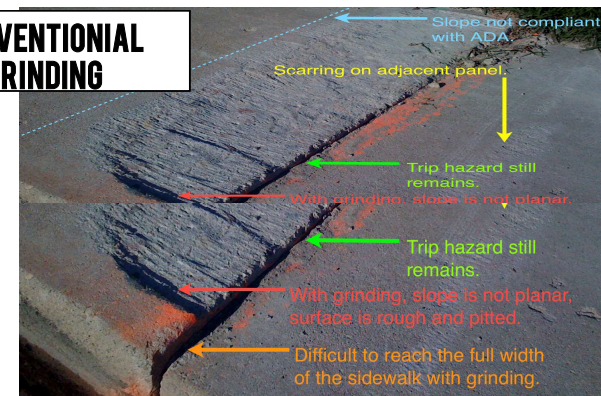


THE PRECISION ADVANTAGE

The cost savings compared to grinding is important, but the biggest contrast is the quality, aesthetics and ADA compliance PCC Shaving Offers.

- ✓ Grinding damages the concrete in that it breaks edges, knocks out aggregate, scars adjacent panels, and creates micro cracks.
- ✓ Grinding leaves the area looking rough, unfinished, and highlights the uneven scarring.
- ✓ Grinding doesn't comply with the ADA slope requirements.
- ✓ Has absolutely no cost advantage. Very often MORE expensive.
- ✓ Due to it's design, is unable to maneuver and remove hazards next to objects/obstacles.
- ✓ Faces extremely difficulty on removing small trip hazards (under 3/8") and larger trip hazards (over 1 inch).
- ✓ Overall, an unnecessarily slow process that generates a large amount of residual dust.

CONVENTIONAL GRINDING



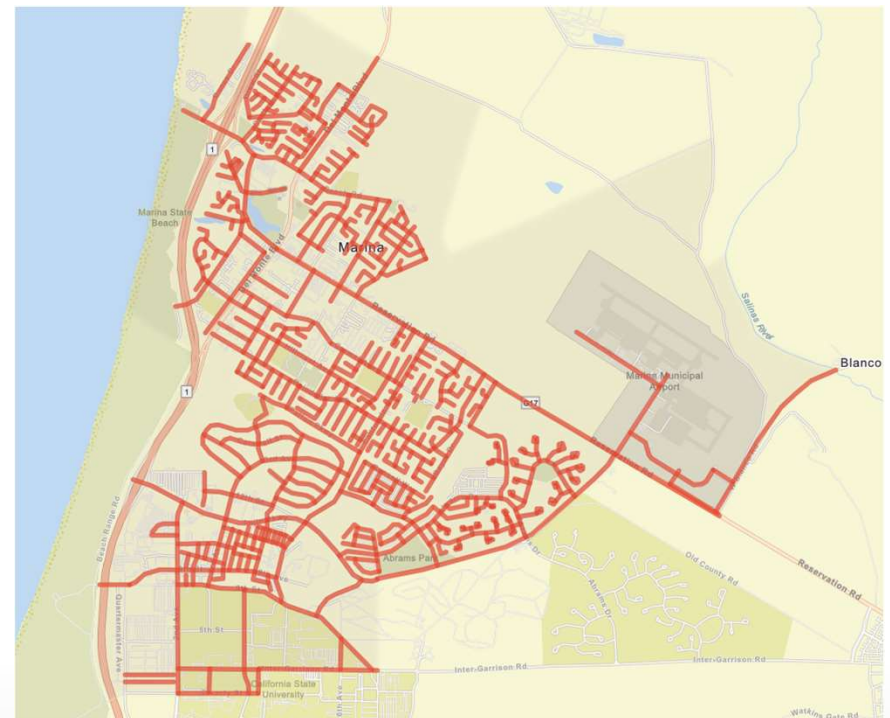
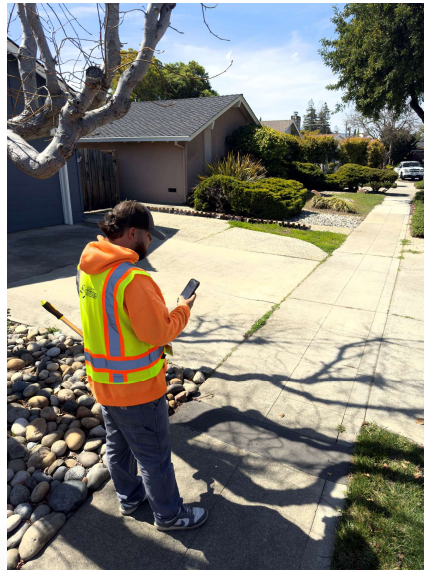
PCC SHAVING



POST PROJECT REPORT e Proposal

CITY WIDE SIDEWALK PROJECT—ASSESSMENT

- Walk all sidewalks
- Identify areas in need of repair
- Capture photographs
- Map areas in need of repair





POST PROJECT REPORT e Proposal

CITY WIDE SIDEWALK PROJECT—OFFSET SIDEWALK REPAIR

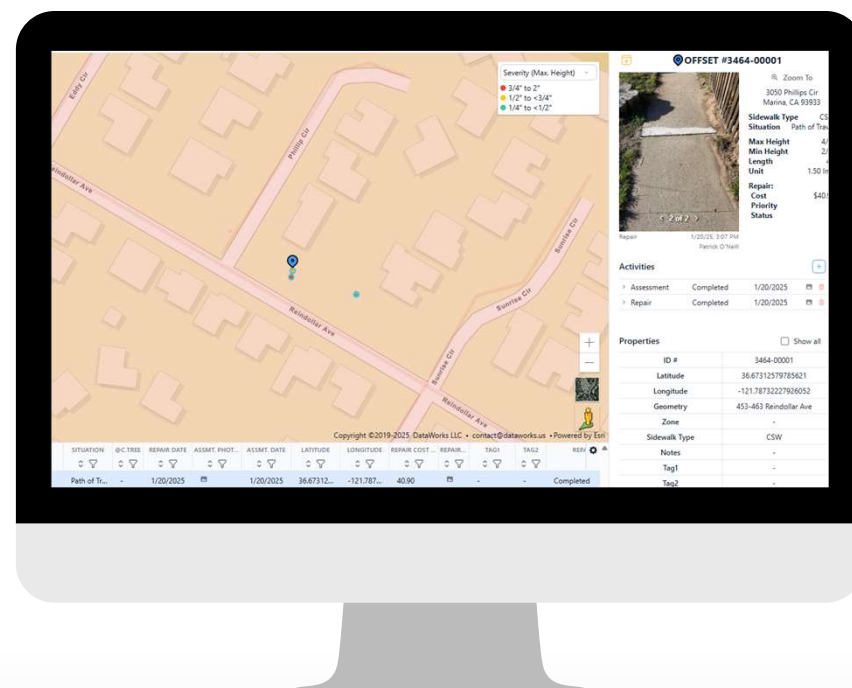
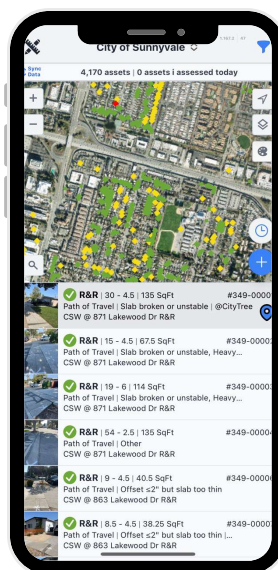
- Repair all off-sets up to 2"
- No sidewalk closures
- Miniature ADA compliant ramp
- Environmentally friendly





POST REPAIR DATA – DATAWORKS SOFTWARE

- Assessment Management Software
- Geo- database
- Before & after photos
- Digital inspection reports
- List of remove and replace locations
- Customized dashboards





STREET SIGN INVENTORY

- Walk all streets inventory all street signs
- Condition assessment good, medium & server
- Retro-reflectivity using meter

Good



Poor



Severe





STREET SIGN DATA

- GIS database
- Prioritize replacement
- Estimated cost of replacement
- Track signs once replaced

The screenshot displays the DataWorks web application interface for County of San Mateo. The top navigation bar includes tabs for ALL, LIFTS, R&Rs, ATTNs, NO SWs, RAMPS, POLES, SIGNS, and ARCHIVE. The SIGNS tab is active, showing a map view with a legend for sign conditions: Severe (red), Poor (yellow), and Good | Fair | NA (green). A search bar at the bottom left allows finding addresses or places. The main map area shows a residential street with a blue pin indicating a sign location. To the right of the map is a detailed view of a specific sign, identified as SIGN #2515-00003. This view includes a photo of the sign, its location (2387 Ticonderoga Dr, San Mateo, CA 94402), and various attributes such as Sidewalk Type (CSW), Situation (Path of Travel), MUTCD Code (R1-1), Facing Direction (SW), Condition (Fair), and Repair status (Cost, Priority, Status). The bottom of the screen shows a table with columns for ID #, GEOMETRY, STREET #, STREET, MUTCD CODE, HEIGHT, and FACING DIRECTL.

ID #	GEOMETRY	STREET #	STREET	MUTCD CODE	HEIGHT	FACING DIRECTL
2515-00003						

July 31, 2025

Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 6, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING AN AGREEMENT TO PRECISION CONCRETE CUTTING
FOR CITYWIDE SIDEWALK ASSESSMENT AND TRIP HAZARD REPAIR
SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES.**

REQUEST:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2025-, authorizing an agreement with Precision Concrete Cutting (PCC) for sidewalk inspection and trip hazard removal services to begin in early September 2025, in an amount not to exceed \$200,000.
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

In 2025, the City of Marina Public Works Department identified a need to formalize its sidewalk inspection and repair program due to ADA compliance concerns and trip hazard risks caused by uplifted or damaged sidewalk panels. These hazards are often the result of age, weather, subsurface movement, or tree root intrusion.

To address safety concerns, the City is initiating a comprehensive sidewalk assessment and trip hazard repair program using Precision Concrete Cutting (PCC). PCC utilizes a saw-cutting method that removes uplifted edges between ¼" and 2", creating clean, ADA-compliant transitions. This method is significantly more cost-effective than traditional remove-and-replace (R&R) repair methods.

PCC will also collect field data through their GIS software platform, DataWorks, which enables the City to maintain a long-term sidewalk condition database for budgeting, planning, and ADA reporting. This project supports Marina's goals for safer, more accessible pedestrian infrastructure.

ANALYSIS:

To address sidewalk safety hazards and ADA compliance needs, Public Works staff recommend contracting with Precision Concrete Cutting (PCC), a sole-source provider of sidewalk shaving services. PCC utilizes a saw-cutting method that removes vertical offsets between ¼" and 2" while preserving the integrity of the concrete. This approach is cleaner, more efficient, and significantly more cost-effective than traditional remove-and-replace (R&R) methods.

PCC will also collect detailed field data using the DataWorks software platform, which allows the City to track sidewalk conditions, measure progress, and support long-term infrastructure planning. DataWorks integrates with the City's GIS system and will provide documentation to assist with ADA reporting, budgeting, and risk management.

The project is scheduled to begin in early September 2025 and is expected to be completed within one month, minimizing disruption to the public while improving pedestrian safety citywide.

FISCAL IMPACT:

The total not-to-exceed amount for this contract is \$200,000, which covers sidewalk inspection, trip hazard shaving, and geospatial data collection. The work will be funded through Capital Improvement Project HSR2605 - Citywide sidewalk shaving and sidewalk condition assessment. Additionally, the City will incur an annual licensing fee of \$1,920 for the DataWorks software platform, enabling ongoing access to the GIS-integrated database.

EXHIBITS:

Exhibit A – Draft Maintenance Services Agreement with Precision Concrete Cutting
Exhibit B – Precision Concrete Cutting Proposal, Scope of Work, and Project Area Map
Exhibit C – Sole Source Justification – DataWorks Software
Exhibit D – Sole Source Justification – PCC Process
Exhibit E – Vendor Presentation Slides

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina