

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
SOUTHERN CALIFORNIA PRECISION CONCRETE dba PRECISION CONCRETE CUTTING**

THIS MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of November, 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and SOUTHERN CALIFORNIA PRECISION CONCRETE dba PRECISION CONCRETE CUTTING, a California Corporation, (“Contractor”).

WITNESSETH:

- A. City proposes to utilize the services of Contractor as an independent contractor to provide sidewalk safety, assessment, repair and maintenance services, on an as needed basis, as more fully described herein; and
- B. Section 2-165 (b)(5-6) of the Costa Mesa Municipal Code (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) permits and authorizes the City to purchase supplies, equipment, and services through competitively awarded agreements of other local, state, or federal government agencies, a process known as “piggybacking,” without first issuing a request for proposal; and
- C. The Foundation for California Community Colleges (the “Foundation”) is a 501(c)(3) nonprofit organization that develops, supports and operates CollegeBuys, which is a cooperative purchasing program designed to pool the purchasing power of public entities across the nation and, as a result, the Foundation is in a unique and valuable position to provider supplier’s products and services; and
- D. Contractor was awarded a contract under the Foundation’s CollegeBuys’ program for sidewalk assessment, repair and maintenance service, the pricing for which is extended to City pursuant to Foundation’s cooperative purchasing program; attached hereto as Exhibit “B” and incorporated herein by reference (“Foundation Contract” or “Master Agreement”); and
- E. Foundation seeks to offer Precision’s products and/or services to participating agencies, such as City, in exchange for an administrative fee; and
- F. The City desires to “piggyback” onto the Foundation Contract, and Contractor consents to the “piggybacking”; and
- G. City and Contractor desire to contract for sidewalk safety, repair and maintenance services in accordance with the Foundation Contract, subject to the modifications set forth herein; and
- H. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and
- I. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and
- J. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SCOPE OF SERVICES.

- 1.1. Scope of Services. Subject to the terms and conditions of this Agreement, Contractor agrees to provide and perform the various services and tasks described in the following:
 - a) Precision's On-Call Services for Concrete Remediation Sidewalk Proposal to the City of Costa Mesa, is attached hereto as Exhibit "A," and the Master Agreement entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and Southern California Precision Concrete, dba Precision Concrete Cutting, a California Corporation, ("Supplier"), (the "Master Agreement"), which is attached as Exhibit "B." The Master Agreement is comprised of: 1) Recitals; 2) Terms and Conditions; 3) Special Terms and Conditions; 4) Notices; 5) General Provisions; 6) Products and Services; 7) Supplier Commitment & Program Promotion 8) Sample Form of Supplier Quarterly Reporting to Foundation; 9) Cooperative Utilization; and 10) Contract Amendment/Modifications, which are attached and incorporated hereto together as Exhibit "B" (hereinafter, the "Baseline Requirements"); and
- 1.2. For purposes of this Agreement, the term "Scope of Services" shall be a collective reference to the Baseline Requirements. For purposes of this Agreement the term "Services" shall be a collective reference to all of the various services and tasks to be provided and/or performed by Contractor and all of the various equipment, improvements, materials and supplies to be provided and/or installed by Contractor as described in the documents that comprise the Scope of Services. All reference to the terms "member(s)", "participating member(s)", "member agency" as set forth in the documents that comprise the Scope of Services shall mean and include the City.
- 1.3. Contractor shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidentals and customary work necessary to competently perform and timely complete the Services. Contractor shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by City.
- 1.4. The provisions of paragraphs 1.1 through 1.3, above, notwithstanding:
 - a) The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various exhibits to this Agreement or as between the various exhibits to this Agreement and the text of the Agreement document to which the exhibits are attached shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of the Costa Mesa Municipal Code Section 2-165.
 - b) Except as provided under Foundation Documents, deviations as both were completed and submitted by Contractor, whenever the provisions of an exhibit to the Agreement conflict with, or are inconsistent with, the provisions of another exhibit to the Agreement or this provision this Agreement to which the exhibits are attached: (i) any provision imposing a

higher duty or standard of care or performance by Contractor shall govern and control; (ii) any provision granting the City greater discretion, authority or protection shall govern and control; and (iii) to the extent this Agreement requires compliance with prevailing wage and other labor laws of the State of California as well as federal prevailing wage and other labor laws, the more stringer provisions of such laws shall govern and control to the extent of any conflict or inconsistency as between the two.

- c) Except as otherwise provided under subparagraphs 1.4 a) and 1.4 b) of this Section, above, in the event of any conflict or inconsistency between the provisions of this Agreement documents and the provisions of any exhibits attached to this Agreement document, the provisions of this Agreement document shall govern and control but only to the extent of the conflict or inconsistency and no further.

2.0. PERFORMANCE OF SERVICES

2.1. Contractor shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant Contractor the exclusive right to perform any of the type of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle Contractor to the receipt of any sums under this Agreement, except to the extent City requests the performance of any Services in the manner described below and such Services are in fact performed and completed by Contractor and accepted by City.

2.2. Prevailing Wage Requirements.

- (a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This project is a “maintenance” project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- (b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).
- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor

and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

2.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

2.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

2.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

2.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

2.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

3.0. COMPENSATION AND BILLING

3.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's total compensation shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00).

3.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

3.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

4.0. TIME OF PERFORMANCE

4.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

4.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

5.0. TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two years, ending on October 31, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of the Agreement may be extended for three (3) one (1) year periods.

5.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

5.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

6.0. INSURANCE

6.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury

with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

6.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City

is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

6.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement

6.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

7.0. GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

7.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Precision Concrete Cutting

IF TO CITY:

City of Costa Mesa

13089 Peyton Drive, No. C235
Chino Hills, CA 91709
Tel: (909) 539-7740
Attn: Ron Durna

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 327-7499
Attn: Robert Ryan

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

7.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

7.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

7.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

7.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and

employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

7.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

7.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

7.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

7.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

7.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

7.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

7.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

Ronald Durna
Signature

Date: 1-15-2025

Ronald Durna President
[Name and Title]

Neshtinscka Durna
Signature

Date: 1/15/25

Neshtinscka Durna Secretary
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 2/11/2025

ATTEST:

Brenda Green 2/11/2025
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 2/4/25

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang

Date: 1/28/25

Risk Management


APPROVED AS TO CONTENT:



Robert Ryan
Project Manager

Date: JANUARY 28, 2025


DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 1-29-25

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: JANUARY 27, 2025

EXHIBIT A

**Precision Concrete's On-Call Services For Concrete Remediation Sidewalk Proposal To
The City Of Costa Mesa**



ON-CALL SERVICES FOR CONCRETE REMEDIATION SIDEWALK SURVEY PROPOSAL:

Presented to:

CITY OF COSTA MESA

77 Fair Dr, Costa Mesa, CA 92626

**CONTACT: Rob Ryan
September 17th 2024**

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

INTRO LETTER

Dear Mr. Ryan,

From 2007, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single safety incident. This experience has granted us the unique opportunity to fully recognize what it is like to work in the City of Costa Mesa and interact with the community. Ron Durna will be the foreman during this time and will be the Project Manager if award the project. PCC can meet all the contract requirements and specifications for Sidewalk Trip Hazard Remediation.

Precision Concrete Cutting of Southern California has been operating for more than 17 years. Its Senior Management is based here in Southern California, possessing a combination of 30+ years in service, project implementation, and business management on an executive level. In its operating years, Precision Concrete Cutting has led the company to build a clientele of over 500 and completing more than 1000 projects repairing trip and fall hazards.

The management team is complemented by an elite team of professional repair and survey technicians, who work in crews to inspect and repair sidewalks. In their artisan roles, each must achieve an immense level of craftsmanship, perform consistently at a physical demanding level, all while being meticulous in calculating and recording repair specifications. In addition, each technician provides a courteous, pleasant interface with members of business and residential communities they meet in their day-to-day activities -- to deliver the results expected by clients.

If awarded the contract for Sidewalk Trip Hazard Remediation and Sidewalk survey services, Precision Concrete Cutting will deploy personnel who are experienced in operating with cities of all magnitudes. Their experience will enable a swift yet efficient start for the service delivery of this contract.

The team members assigned and responsible for the City of Costa Mesa projects, have many years of experience working in the area, along with other municipalities ranging from state capitals to small towns. Each technician is experienced in collaborating on projects as complex as: light rail train systems, city hazards, elevation correction per drainage issue and/ or repairing decades of work order backlogs for municipal clients. They are trained in the consideration of how to operate in sensitive business districts, pedestrian/resident inquiries, and customer communications.

Our experience and delivery of end-to-end sidewalk inspection and repair services has resulted in multi-year agreements with large municipal customers, universities, housing authorities, property management firms and private companies.

Should the City choose Precision Concrete Cutting, we promise to continue our commitment to excellence and quality. We will deploy only our most experienced and skilled technicians. As our track record has proven, we promise to provide the citizens of Costa Mesa with the quality of service that they have grown to expect.



ABOUT PRECISION CONCRETE CUTTING

PCC is the leader in uneven sidewalk repair



- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California



WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA compliant while managing tight budgets.

- Sidewalk safety, accessibility, and risk management are top priorities because of recent national and state court rulings.
- The question for City Managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.



OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.



LEADING UNEVEN SIDEWALK REPAIR

The benefits of our service include

- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members



WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage



LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
 - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
 - Lower Risk through full compliance with ADA and OSHA requirements.
 - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
 - up to 150 repairs per day.



PRECISION CONCRETE CUTTING REPAIRS



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



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PRECISION CONCRETE CUTTING REPAIRS



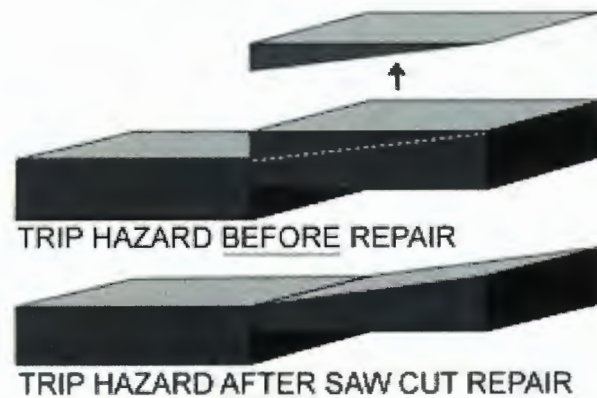
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PRECISION CONCRETE CUTTING DIFFERENCE

REPAIR SPECIFICATIONS

1. Hazards removed from the full length of the panel (full edge-to-edge repair).
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements.
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements.
4. Debris from repaired areas collected and removed.
5. A dust abatement system used during all repair operations.
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.
7. A detailed, audit-able invoice is presented for every repair.



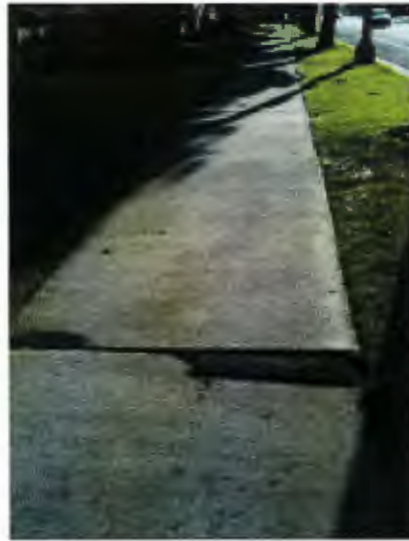
CURRENT REPLACEMENT REPAIR METHOD

Coverage Limited by Budget Allocation



1/2 to 1 inch high
Asphalt Ramp or Grind

\$25 - \$50 per
location



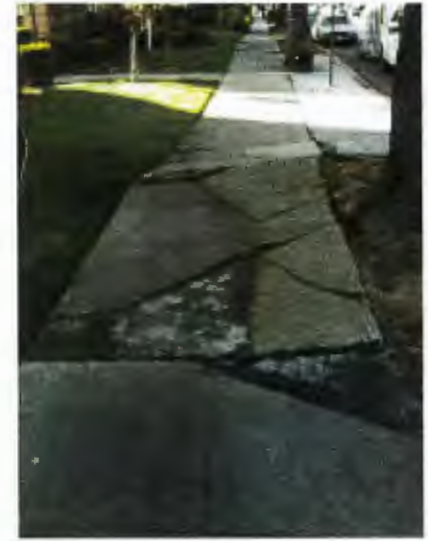
1 to 1 1/2 Inches High
Replace
Temporary Asphalt

\$3,000 - \$5,000 per
location



1 1/2 to 2 Inches High
Replace
Temporary Asphalt

\$3,000 - \$5,000 per
location



Above 2 Inches High
Replace
Temporary Asphalt

\$3,000 - \$5,000 per
location

\$\$\$ BUDGET & TIME INTENSIVE - \$\$\$ LIABILITY RISK



STRETCH YOUR BUDGET

Precision Saw Cutting can repair more at a fraction of the cost of replacement



1/2 to 1 inch high
Repair by Precision Saw
Cutting

\$25 - \$50 per
location



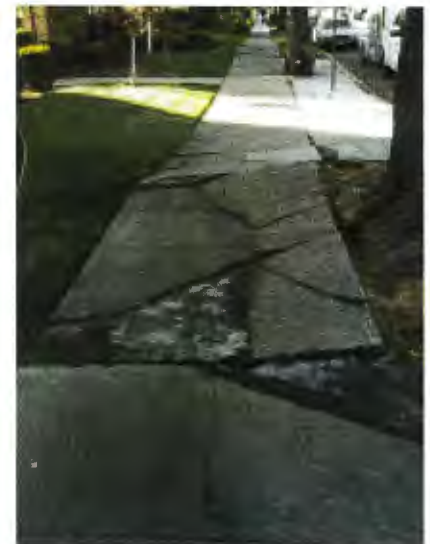
1 to 1 1/2 Inches High
Repair by Precision Saw
Cutting

\$50 - \$100 per
location



1 1/2 to 2 Inches High
Repair by Precision Saw
Cutting

\$100 - \$200 per
location



Above 2 Inches High
Replace Temporary
Asphalt

**\$3,000 - \$7,000
per location**

REPAIR MORE SIDEWALK & REMOVE LIABILITY



PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ \$25 - \$200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ \$3000 - \$5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary



MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

- **Sidewalk Survey**

- Annual, bi-annual, quarterly inspection
- Specify problems and recommended actions to be taken.
- Prioritize the areas and problems to be resolved
- Size and severity of hazards, high traffic areas
- Identify repairs to be accomplished by saw cutting
- Recommend areas to be demolished and replaced

- **Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height**

- Fixed budget “not to exceed” per month, quarter, year
- Quickly reduces Liability Risk
- Lowest overall cost
- Minimizes the amount of costly replacement
- Maximizing the useful life of the existing sidewalk
- Maximize the amount of sidewalk restored
- Stretching budget dollars over more miles of sidewalk

- **Remove and Replace areas not recommended for saw cutting**

- Maximizes the repair of locations that truly needs to be replaced



CASE STUDY: WESTWOOD VILLAGE

- **Removed 496 sidewalks trip hazards of the 615 existing trip hazards identified**

- completely removed difference in vertical elevation of 1/2 inch to 2 1/2 inches between panels
- recommended only 91 areas for removal and replacement

- **Project completed quickly, with little disruption of foot traffic**

- only 30 days to complete, work completed in non-peak hours

- **Substantial budget savings**

- Save more than \$107,000 in demolition and replacement costs
- extended the useful life of existing sidewalks for many years

- **Superior results compared to grinding and asphalt patching**

- In full compliance with ADA and OSHA requirements.
- aesthetics more correct for Westwood Village, no ugly grinds and less asphalt ramps

- 80% of problems addressed by low cost methods - \$25 -\$300 per location
- 20% addressed by high cost methods - \$3000-\$5000 per location



OUR SURVEYS

CITYWIDE SIDEWALK ASSESSMENT

- Inspection of sidewalks within the public right-of-way, commercial/residential driveway approach.
- Scope of Work as agreed by City and Precision Concrete Cutting (PCC).
- Risk factors & distress items are collected over a period as agreed by the City and PCC.
- All data is recorded in the Sidewalk Assessment Report as agreed by the City and PCC.
- Data summarized by street segments and itemized by physical address, GPS location, the size of the “Hazard”, the severity of the hazard (amount of risk) and “Condition” (type of repair).
- Recommended action provided for each location including repair method.
- Maps are created by street segment that display the itemized hazard location color coded by priority as Less Severe (yellow), Severe (orange), and Most Severe (red).
- Photographs can be taken of damaged areas as agreed by the CITY and PCC.



SIDEWALK ASSESSMENT SURVEYS

APPROACH

- Simple and fast
- Survey resources will include experienced surveyors/data collectors,
- Specialized data collection and GPS mapping program
- Data processing technicians
- Scope of Work customized to meet City requirements



CITYWIDE SIDEWALK ASSESSMENT

FOCUS ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as spall surfaces, cracks, heaving, and settling. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces that are between 1/2" and 2" are considered more dangerous than larger separations. Trips are often repaired one of two ways: trips under 2 " inches in height are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.



CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4" high to 1/2"

Severe (medium) 5/8" high to 1"

Most Severe (large) Above 1" high to 2 1/2"

We recommend the repair of trip hazards by saw cutting for all hazards 3/8" to 2 "" high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 "") and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The "remove and rep



EXAMPLE: SIDEWALK ASSESSMENT MATRIX



City of Commerce
City Manager-Public Works
2055 Coconino Way
Chico, CA 95926
Ph: (916) 224-8865

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Precision Concrete Cutting
13280 Peyton Dr #C235
Chico, CA 95926

Total Sq. Ft.
71545

No.	LOCATION SPECIFICS				CONDITION										RECOMMENDED REPAIR				VISUAL	LAT	LONG	
	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Level Feet	Sp	Joint	Crack	Type	Hand Hl	Rebar	Oil	Panel Width	Length (L/W)	SQ/FT				Image
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4								X	4	12	48	Hazard 1	33.9736938	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.89	0.38	5								X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4								X	4	5	20	Hazard 3	33.9758121	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4								X	4	5	20	Hazard 4	33.9730265	-118.14042
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4								X	4	5	20	Hazard 5	33.9739799	-118.14041
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4								X	4	5	20	Hazard 6	33.9739999	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4								X	4	5	20	Hazard 7	33.9740371	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4								X	4	5	20	Hazard 8	33.9740321	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6325 Emil Ave.	2016-08-23	0	0	0					X				4	160	Hazard 9	33.9742546	-118.14025	
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4								X	4	5	20	Hazard 10	33.9744272	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4								X	4	5	20	Hazard 11	33.9744415	-118.1402
12	Emil Avenue	Watcher	Gage	6338 E. Emil Ave.	2016-08-23	1.38	0.25	4								X	4	5	20	Hazard 12	33.9745331	-118.1401
13	Emil Avenue	Watcher	Gage	6338 E. Emil Ave.	2016-08-23	0.5	0	4								X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9								X	9	10	90	Hazard 14	33.975071	-118.13987
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9								X	0	15	135	Hazard 15	33.9749565	-118.13982
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4								X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4								X	4	5	20	Hazard 17	33.9758887	-118.13942
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4								X	4	5	20	Hazard 18	33.9750216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4								X	4	5	20	Hazard 19	33.9758911	-118.13941
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5								X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.3	4								X	4	5	20	Hazard 21	33.9757957	-118.13947
22	Emil Avenue	Watcher	Gage	6210 W. Emil Ave.	2016-08-23	0.38	0.3	4								X	4	5	20	Hazard 22	33.9755325	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0					X				4	32	128	Hazard 23	33.9754181	-118.13972
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	4								X	4	5	20	Hazard 24	33.9752683	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0					X				4	26	104	Hazard 25	33.9749413	-118.14005
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4								X	4	5	20	Hazard 26	33.9746857	-118.14021
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4								X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4								X	4	5	20	Hazard 28	33.9746513	-118.14025
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4								X	4	5	20	Hazard 29	33.9746056	-118.14026
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1								X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4								X	4	5	20	Hazard 31	33.9744377	-118.14035
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4								X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4								X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4								X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4								X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4								X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	4								X	4	5	20	Hazard 37	33.974144	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.38	0.25	4								X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4								X	4	5	20	Hazard 39	33.9740715	-118.14059
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	4								X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4								X	4	5	20	Hazard 41	33.9738083	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	4								X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4								X	4	5	20	Hazard 43	33.9736824	-118.14072
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4								X	4	5	20	Hazard 44	33.9736481	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4								X	4	5	20	Hazard 45	33.9735947	-118.14072
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4								X	4	5	20	Hazard 46	33.9735718	-118.14072
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4								X	4	5	20	Hazard 47	33.9734684	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	6								X	4	10	40	Hazard 48	33.9734605	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4								X	4	5	20	Hazard 49	33.9733849	-118.14075
Cell Totals									198							3	46		1545			



EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue



EXAMPLES: ITEMIZED PICTURES OF LOCATIONS



Hazard 1:

3700 Union Pacific Ave corner is asphalt



Hazard 2:

3900 Union Pacific Ave



Hazard 3:

3900 Union Pacific Ave



Hazard 4:

3900 Union Pacific Ave



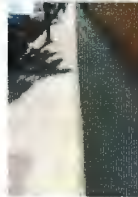
Hazard 5:

3900 Union Pacific Ave



Hazard 6:

3900 Union Pacific Ave



Hazard 7:

3900 Union Pacific Ave by tree



Hazard 8:

3900 Union Pacific Ave by tree



Hazard 9:

3900 Union Pacific Ave by tree



Hazard 10:

3900 Union Pacific Ave



Hazard 11:

3900 Union Pacific Ave



Hazard 12:

3900 Union Pacific Ave

PCC - Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of \$\$\$ in sidewalk repair and maintenance and liability cost.



PCC - PROPOSAL AND PRICING

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:

$$.05'' + 0'' / 2 * 4' = 1\text{-inch foot}$$

SIDEWALK ASSESSMENT SERVICES	UNIT PRICE \$610 PER SIDEWALK MILE
SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT	UNIT PRICE \$58 PER INCH FOOT



CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

PHONE: 909-539-7740

DIR NUMBER: 1000003322

CONTRACTOR LICENSE NUMBER: 925449

socalpcc@safesidewalks.com

www.safesidewalks.com

**Trip Hazard Removal Specialist for
Los Angeles and San Gabriel Valley**



EXHIBIT B

Master Agreement Between The Foundation For California Community Colleges And Southern California Precision Concrete, Dba Precision Concrete Cutting, A California Corporation, ("Supplier"), (The "Master Agreement).

CollegeBuys Master Services Agreement



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

Agreement No. 00006494

This Master Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and Precision Emprise LLC dba Precision Concrete Cutting a California limited liability company, (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is December 1, 2022 through November 30, 2025

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals	Page 2
Exhibit B	Terms and Conditions	Page 3
Exhibit C	Special Terms and Conditions	Page 7
Exhibit D	Notices	Page 10
Exhibit E	General Provisions	Page 11
Exhibit F	Products and Services	Page 13
Exhibit G	Supplier Commitment & Program Promotion	Page 17
Exhibit H	Sample Form of Supplier Quarterly Reporting to Foundation	Page 19
Exhibit I	Cooperative Utilization	Page 20
Exhibit J	Contract Amendments/Modifications	Page 30

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUPPLIER


By: 
Marc Cussenot (Dec 1, 2022 13:44 PST)

Print Name: Marc Cussenot

Title: CEO

Date: Dec 1, 2022

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: 
JORGE SALES (Dec 1, 2022 12:46 PST)

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Dec 1, 2022

SUPPLIER – second signature if applicable

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Dec 2, 2022

EXHIBIT A
(Master Services Agreement)

RECITALS

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all California public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement;
4. **WHEREAS**, Supplier provides trip hazard repair for uneven sidewalks and other concrete walkways as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Agreement available to public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B

(Master Services Agreement)

TERMS AND CONDITIONS

1. **Master Agreement.** The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
2. **Products and Services Ordered.** Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. **Administration.** Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. **Purchasing.** With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. **Term.**
 - a. This Agreement shall begin on December 1, 2022 (“Effective Date”) and shall terminate on November 30, 2025, unless extended in accordance with term 5(b) below.
 - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for seven (7) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
7. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
8. Assignment. The Foundation's rights and obligations hereunder may be assigned at Foundation's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of the Foundation.
9. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

11. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 3% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever

comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

EXHIBIT C
(Master Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.
2. **Work-Site Conditions.** Supplier shall keep the work site clean and free from unreasonable accumulation of excess dirt, materials or waste caused by Supplier. Supplier shall dispose of all materials and debris accumulated in conjunction with completing this work off campus daily. Supplier shall not use Participating Agency refuse containers, unless authorized by designated Participating Agency representative. Supplier will be required to coordinate reclamation/disposal of all materials. Supplier shall provide Participating Agency with proof of reclamation.
3. **Prevailing Wage.** Supplier must adhere to all applicable laws and codes pertaining to licensing, prevailing wage rates, bonding, labor code requirements, etc., and ensure that the same is adhered to by any sub-contractor during performance under the Agreement.
4. **Professional Licenses.** Supplier must possess all trade, professional or business licenses as may be required to provide products and services for Participating Agency.
5. **Price Increases.** Supplier shall hold firm List Prices in Exhibit F for the first year of the contract. Thereafter, a price increase can occur no more than once per a 365-day period.
 - a. Supplier agrees to present any and all Price Increase Requests to Foundation at least ninety (90) days prior to the requested increase start date, including all pertinent support documentation that will allow Foundation to effectively and efficiently evaluate the Request.
 - b. Foundation reserves the right to either deny or negotiate any price increase requested.
 - c. Price increases will not be effective until Supplier receives the expressed written approval from Foundation. Foundation will issue a letter of acceptance to Supplier stating the earliest date the price increase can go into effect. This will be a minimum of sixty (60) days from date of acceptance.
 - d. Following acceptance, Supplier is responsible for communicating the price increase acceptance to all Participating Agencies who have ordered, or requested a quotation, within thirty (30) days of approval.
 - e. At minimum, Supplier will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

INSTALLATION REQUIREMENTS

Installation, maintenance and repair must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards. The Supplier is the expert in all projects and situations and is responsible for site inspection and to advise the purchasing entity on the proper product, preparation work, and installation.

For installation of all materials, installer shall use only trained and experienced applicators who are familiar with the requirements of this work.

In acceptance, or rejection of installed product, no allowance will be made for lack of skill on the part of the installer.

IRAN CONTRACTING ACT VERIFICATION
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i> Precision Emprise LLC dba Precision Concrete Cutting	<i>Federal ID Number (or n/a)</i> [REDACTED]
<i>By (Authorized Signature)</i> <u>Marc Cussenot</u> <small>Marc Cussenot (Dec 1, 2022 13:44 PST)</small>	<i>Date Executed:</i> Dec 1, 2022
<i>Printed Name and Title of Person Signing:</i> Marc Cussenot, CEO	

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	

EXHIBIT D
(Master Services Agreement)

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION:

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbreporting@foundationccc.org

SUPPLIER:

Precision Emprise LLC dba Precision Concrete Cutting
Marc Cussenot
335 Beach Road
Burlingame, CA 94010
415.638.7006
mcussenot@PCCnorcal.com

EXHIBIT E
(Master Services Agreement)

GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

8. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
9. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

EXHIBIT F
(Master Services Agreement)

PRODUCTS AND SERVICES

Lowest Price Commitment Certification

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 section 59131(b), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

[SUPPLIER]

By: Marc Cussenot Date: Dec 1, 2022
Marc Cussenot (Dec 1, 2022 13:44 PST)

Print Name: Marc Cussenot Title: CEO

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:

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

Unit Price for sidewalk shaving: \$56.5 per inch-foot until 12/31/2022 and \$62 per inch-foot in 2023. To be defined for 2024 and beyond.

Terms and Conditions of Engagement and Authorization to Commence Work

The undersigned (the "Customer") hereby engages Precision Concrete Cutting ("PCC") and agrees to the terms and conditions set forth below. PCC removes only those trip hazards specifically requested by customers, and therefore makes no guarantee or representation that the property is free of trip hazards after the contract is completed except those trip hazards specifically requested by Customer. 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 ATNs (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. Also, it is recognized that after completion of the contract, 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 sidewalks and is not liable for any related claims, losses, damages, or liabilities thereto pertaining.

It is the customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be identified or repaired due to parked vehicles or other obstacles preventing safe and practical access. In this case, PCC will return one extra time to complete the repairs and will charge a fee of up to \$250 per mobilization. Similarly, if repair work needs to be rescheduled less than 3 business days before any agreed upon working date, PCC will charge a rescheduling fee of up to 10% of the contract value.

Proposals based on volume of work as estimated per our sidewalk assessment, which is valid for one year.. Payment terms of invoices are 15 days unless otherwise stated. Contracts greater than \$25,000 are invoiced monthly.

By signing below, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, PCC is approved to complete the work detailed in this proposal in accordance with PCC's schedule and pricing below and attached. Also, Payment of PCC's invoice(s) will confirm that I have inspected PCC's work and that it was performed to my satisfaction.

Date: _____ P.O.#: _____

Signature Authorized Agent: _____

Print Name & Title: _____

Is it OK to perform work on Saturdays? Yes _____ / No _____

Is work on Saturdays required to ensure safety and avoid disruption? Yes _____ / No _____

EXHIBIT G

(Master Services Agreement)

SUPPLIER COMMITMENT & PROGRAM PROMOTION

Supplier Commitment

The Foundation for California Community Colleges (“Foundation”) asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Supplier’s Foundation contract.

Sales Commitment - A commitment that the Supplier will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- An email address for general inquiries
- Provide the following for Foundation website use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier’s website
 - Overall information about Supplier
 - Other promotional material as desired

Supplier Program Promotion

The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier’s business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier’s staff to requests for contact from public school districts. Additionally, Foundation suggests the

Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the CollegeBuys website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- No cost to participate
- Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of Foundation contract
- Understanding of the process of development of the Agreement
- Working knowledge of Foundation Organization and Solicitation Process
- Awareness of the range of Participating Agencies that can access Foundation

EXHIBIT H
(Master Services Agreement)

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
TOTAL	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT I
(Master Services Agreement)

COOPERATIVE UTILIZATION

This Master Agreement is available to public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.

List of California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208

District	College	College Address	City	Zip
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348

District	College	College Address	City	Zip
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111

District	College	College Address	City	Zip
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201

District	College	College Address	City	Zip
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901

List of California State Universities

Institution	Address	City	Zip
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192
California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382

List of AICCU Member Institutions

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733

Institution	Address	City	Zip
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060

Institution	Address	City	Zip
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcalá Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

EXHIBIT J
(Master Services Agreement)

CONTRACT AMENDMENTS/MODIFICATIONS



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

www.foundationccc.org

Heather Jimison
Precision Concrete Cutting
1425 North Market Blvd. #9
Sacramento, CA 95834

June 12, 2024

RE: Price Increase Request for CollegeBuys, Contract #00006494

Dear Ms. Jimison,

This letter is to inform you that Precision Concrete Cutting's Price Increase Request for items awarded in **Contract #00006494** has been approved. Per the terms of the agreement, the approved price increase can be implemented sixty (60) days from the date reflected on this approval letter. In an effort to ensure that price increase are implemented and communicated effectively, please note the items below:

- Price increase information will be made available on the Foundation website, but please note it is your responsibility to communicate this increase to all entities utilizing the contract.
- Please note that you are responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have request a quotation, within thirty (30) days of approval.
- At minimum, please honor quotations made with the old pricing for ninety (90) days from effective date of the price increase.

If you have any questions or concerns please feel free to contact me directly. Thank you for your ongoing support of our community colleges.

Sincerely,

Jennifer Keiper
Director, CollegeBuys
jkeiper@foundationccc.org
906.325.1859



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 1: Price Increase Process Letter



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

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Sacramento, California 95811-6549
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www.foundationccc.org

Heather Jimison
Precision Concrete Cutting
1425 North Market Blvd. #9
Sacramento, CA 95834

June 24, 2024

RE: Price Increase Request for CollegeBuys, Contract #00006494

Dear Ms. Jimison,

This letter is to inform you that Precision Concrete Cutting's Price Increase Request for items awarded in **Contract #00006494** has been approved. Per the terms of the agreement, the approved price increase can be implemented sixty (60) days from the date reflected on this approval letter. In an effort to ensure that price increase are implemented and communicated effectively, please note the items below:

- Price increase information will be made available on the Foundation website, but please note it is your responsibility to communicate this increase to all entities utilizing the contract.
- Please note that you are responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have request a quotation, within thirty (30) days of approval.
- At minimum, please honor quotations made with the old pricing for ninety (90) days from effective date of the price increase.

If you have any questions or concerns please feel free to contact me directly. Thank you for your ongoing support of our community colleges.

Sincerely,

Jennifer Keiper
Director, CollegeBuys
jkeiper@foundationccc.org
906.325.1859



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 1: Price Increase Process Letter



FOUNDATION *for* CALIFORNIA
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Heather Jimison
Precision Concrete Cutting
1425 North Market Blvd. #9
Sacramento, CA 95834

June 24, 2024

Dear Ms. Jimison,

This letter is to inform you of the formal price increase request process that has been established by the Foundation. The contract states price increases are to be negotiated with the Foundation and we want to ensure all vendor partners understand expectations.

1. Limitations: Contract Holder is limited to one (1) Formal Price Increase Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract.
2. ALL future Formal Price Increase Requests (Request) are managed as follows:
 - Price Increase Request must include sufficient details to allow Foundation staff to effectively and efficiently evaluate the Request. At a minimum, the Request should include details on specific product, packaging or other related materials costs that have increased, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.
 - Foundation will review the Request in a timely manner and make every effort to get back to the manufacturer with any questions or additional information required to evaluate the Request within ten (10) business days.

Please note that some factors Foundation may consider in this determination may include market conditions, frequency of Request from the manufacturer, appropriateness of Request relative to other manufacturers in the industry, and general market conditions for our constituents

- If Foundation does not feel that the Request is justified, Foundation reserves the right to either deny the increase or negotiate better terms for our constituents.



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- If the price increase as present is accepted, Foundation will issue a letter of acceptance to Contract Holder stating the earliest date the price increase can go into effect. Per the terms of our contract, this will be a minimum of sixty (60) days from date of acceptance. Foundation may extend this implementation period if warranted by market conditions.
 - i. Manufacturer should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
 - ii. Manufacturer is responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.

- Understanding project lead times and the importance of our constituent's ability to stay on budget, Contract Holder is expected to work with any college that has received a quote that could be impacted by the price increase. At minimum, Contract Holder will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

Foundation reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Increase Protocol.

If you have any questions or concerns, please feel free to contact me directly. And thank you for your ongoing support of our Community Colleges.

Sincerely,

Jennifer Keiper

Sr. Director, CollegeBuys
jkeiper@foundationccc.org



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 2: Affected Products and Services

Effective Date: August 23, 2024
(60 Days from Approval Letter)

The overall average increase is 10%



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 3: Vendor Cover Letter

From: hjimison@pccnorcal.com <hjimison@pccnorcal.com>

Sent: Tuesday, June 11, 2024 1:55 PM

To: Heather Cade-Bauer <hcade-bauer@foundationccc.org>

Cc: hjimison@pccnorcal.com

Subject: RE: FoundationCCC Q3 Partnership Meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Heather,

It was great meeting with you today. We would like to request a price increase due to inflation hitting us very hard in 2024 to 68.2 inch/ft. Can you please help me with getting this rate locked in for our 2024 contract pricing? Also, Jason from our accounting dept should be submitting the reporting and I apologize for the delay on this. I do look forward to sending in a quarterly newsletter and a case study, so if you can show me some examples and when I can get that submitted that would be great!

I am also interested in the zoom meeting and speaking about some of the colleges we have had success with at upcoming statewide monthly meetings in the fall. Thanks for your help!

Best,



Heather Jimison

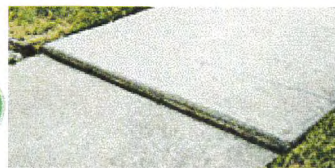
Precision Concrete Cutting

Senior Business Development Manager for School Districts, Colleges and Universities

Your Sidewalk Inspection and Repair Expert

CSLB# 1032474 | www.PCCNorCal.com | 1425 North Market Blvd #9. Sacramento, CA 95834

☎ (C) [916-607-0447](tel:916-607-0447) | 📠 [650-240-3866](tel:650-240-3866) | ✉ hjimison@pccnorcal.com





We're here to help.

During this uncertain time, we feel it's important to let our customers know we're still available to help make your sidewalks safer.

**The safety of our team and our customers is our first priority.
Measures are being taken to ensure compliance with CDC guidelines.
Our projects require no in-person or in-office contact.**

EXHIBIT C

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.