SUBJECT: PIGGYBACK PAEC RFP #16-08 FOR TRIP HAZARD PREVENTION & SIDEWALK MAINTENANCE

BID #: PSC-0236-19 **OPEN DATE: 09/20/2018**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT

AGENCY: RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: PIGGYBACK PAEC RFP #16-08

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to piggyback the Panhandle Area Educational Consortium and Washington County Florida School Board's award for RFP #16-08 with Precision Sidewalk Safety Corporation to provide trip hazard prevention and sidewalk maintenance for the Right of Way and Stormwater Maintenance Division. The period of service will be from October 1, 2018 through September 30, 2019. The requested contract expenditure not-to-exceed $500,000.00.

To be executed by formal contract through the Office of General Counsel and encumbered from project PW0360-01.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2018. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ATTACHMENTS: Recommendation Memo, Vendor Letter and Quote, PAEC RFP, Vendor Response, Award, Award Renewal, Risk Management Insurance Approval

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: STEVEN D. LONG, P.E. CHIEF OF RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Right of Way & Stormwater Maintenance Division
609 St. Johns Bluff Road
Jacksonville, FL 32225
(904) 472-2900
www.coj.net

August 28, 2018

MEMORANDUM

TO: Greg Pease, Chief,
Procurement Division

THRU: John P. Pappas P.E., Director of Public Works

FROM: Steve D. Long, Jr., P.E., Chief
Right of Way and Stormwater Maintenance Division

RE: **Recommendation to use Trip Hazard Prevention and Sidewalk Maintenance RFP#16-08**

Precision Sidewalk Safety Corporation, 303 SE 17th Street #309-122, Ocala, Florida 34471 has a current contract for repair and removal of trip hazards of concrete sidewalk in compliance with the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Administration (OSHA), titled Trip Hazard Prevention and Sidewalk Maintenance, with PAEC and the Washington County Florida School Board which was competitively bid in accordance with Chapter 126, Jacksonville Ordinance Code. In accordance with the COJ Administrative Code, our Risk Manager has reviewed and approved the certificate of insurance provided by Precision Sidewalk Safety

The Department of Public Works Right of way and Stormwater Maintenance Division proposes to a piggyback the referenced contract between Precision Sidewalk Safety and the Panhandle Area Educational Consortium Cooperative State Purchasing, Florida Buy, RFP #16-08 for fiscal year 2019. Precision Sidewalk Safety has offered to discount the PAEC pricing of $40.00 to $34.00 per inch/foot for a 1:12 slope repair to the City of Jacksonville.

Accordingly, we therefore recommend that the City of Jacksonville enter into an agreement with Precision Sidewalk Safety Corporation for Trip Hazard Prevention and Sidewalk Maintenance based on the attached pricing with the same terms and conditions as the PAEC contract and a not to exceed limit of $500,000.00. Work will be performed under purchase orders issued during fiscal year 2019, and funding should be encumbered from Right of Way and Stormwater Maintenance Project Number PW0360-01. This award is subject to appropriation by the City in the fiscal year beginning October 1, 2018.

Attached please find a copy of Exhibit "A", RFP #16-08, Exhibit "B", the proposal letter from the contractor, the cost proposal, and the contract with PAEC including related documents, and, Exhibit "C", Certificate of Insurance.

ah

Wendy MacMurray
Precision Sidewalk Safety Corp.
1202 SW 17th Street, #201-122
Ocala, FL 34471

July 30, 2018

Mr. Steven D. Long Jr., P.E.,
Chief of Right of Way and Stormwater Maintenance
City of Jacksonville
609 St Johns Bluff Road N
Jacksonville, FL 32225

Dear Mr. Long:

Precision Sidewalk Safety Corp is happy to extend PAEC "Florida Buy" purchasing cooperative contract #16-08 for the City of Jacksonville's use in fiscal 2019. Your sidewalk asset maintenance program has been a great success and we appreciate the opportunity you have given us to participate with you.

The City's previous 5-year contract with PSSC - # 9956 (awarded on June 2013) used a unit of linear feet specific to three different height categories. The PAEC contract offers identical services but is priced in "inch-feet" - a precise unit of hazard measurement that renders exact height, width and corresponding repair cost for each specific trip hazard repair.

Using Jacksonville's actual trip hazard repair data from this past year- the City's inch-foot rate with a 1:12 slope averaged just about $34, considerably lower than the $40.00 standard inch-foot rate offered in the PAEC contract.

Since the City has expressed interest in utilizing the PAEC contract for its sidewalk program during the 2019 fiscal year, Precision Sidewalk Safety Corp will discount the PAEC pricing further, to extend an end price of $34 per inch-foot to the City of Jacksonville. This discounted inch-foot rate will be applied to all invoices, regardless of volume.

Thank you so much for your business.

Sincerely,

Wendy MacMurray
Chief Executive Officer

cc: Robert Young

Description	PAEC Price	COJ Price
Repair Slope 1:12 Sloped Repair - Price per Inch-Foot	$40.00	$34.00

EXHIBIT "A"

Request for Proposals

Trip Hazard Prevention and Sidewalk Maintenance

Proposals Due: July 7, 2016

RFP#16-08

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I. About the Panhandle Area Educational Consortium (PAEC)

1. The Panhandle Area Educational Consortium (PAEC) was founded in 1967 as a shared service center for several small, rural districts in the Florida panhandle. Currently, 14 school districts comprise the PAEC but many of the consortium's programs are available for use by the entire state. Such services include risk management, professional development, curriculum support, migrant education services, exceptional student education services, technology support, and cooperative purchasing, to name few.

   The cooperative purchasing program, known as the *PAEC Cooperative State Purchasing Program*, is designed to leverage the purchasing power of its member districts as well as all school districts wishing to utilize awarded bids and contracts through the program. The overarching goal is to maximize the financial efficiencies in an attempt to reduce the costs of school maintenance and other necessary school purchases while minimizing the duplication of effort by cooperatively sharing bids and contracts to the financial benefit of member and participating school districts statewide.

   By seeking this Request for Proposal (RFP), PAEC seeks to find affordable solutions and establish a contract that will benefit Florida school districts and other eligible entities in the elimination of trip hazards on sidewalks and other public pathways.

II. Terms and Conditions

1. Delivery Date

   Written responses must be delivered no later than 4:30 p.m. CST, July 7, 2016. The respondent will provide one original and three copies to:

   Larche Hardy
   Coordinator of PAEC Cooperative State Purchasing
   Panhandle Area Educational Consortium
   753 West Boulevard
   Chipley, Florida 32428

2. Additional Information

   Additional information and questions regarding this RFP will be submitted in writing to Larche Hardy at larche.hardy@paec.org. Request for information due date is June 20 2016 no later than 4:30 p.m. The questions along with responses will be compiled and maintained in folder under this announcement on the PAEC website, www.paec.org.

III. Specifications

1. PAEC seeks to establish a contract available for school districts and other eligible users for the repair and removal of trip hazards of concrete sidewalks in compliance with the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Administration (OSHA).

2. This RFP is **NOT** for sidewalk replacement, new construction, slab jacking, or grinding.

3. The awarded contract must remove hazards completely from the sidewalk sections from one end of the joint to the other leaving no differential between slabs in adherence to ADA standards.

4. Fill material that may degrade over time may not be used as a basis for the repair.

5. Any environmental damage including damage to sprinklers, landscaping, curbs, retaining walls, utility covers, or any other objects adjacent to the sidewalks must be repaired within 24 hours at the expense of the contractor/awardee.

6. Contractor is responsible for clean-up of all debris after repairs are completed and the cost associated with waste disposal must be included as a unit cost and not billed separately.

7. No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact. Contractor must use a dust abatement system, which limits the dust emitted from the equipment.

8. Contractor must guarantee specified repair slopes are based on federal regulations and in accordance with ADA requirements for trip hazards, slope criteria, and accessibility. Work shall be warrantied for compliance and evidence shall be provided in writing affirming that such compliance has been achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.

9. Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture.

10. The hardware used in remediation of the trip hazard must be flush to ground with capabilities of working at any angle in hard to reach places and adjacent to obstacles, narrow walkways, fences, buildings, and walls.

11. **Grinding or pulverization** of the surface material is strictly **PROHIBITED**. Repairs may

not leave grooves, uneven surfaces, sharp edges, that may inhibit drainage of water from any source.

12. Awardee must be able to respond to emergency work within 48 hours.

13. Equipment may not be stored on the sidewalk while not in use without the written consent of the property owner and, if granted, will be at the sole risk of the contractor.

IV. Agreement to Participate in PAEC Cooperative State Purchasing Program.

1. The Awardee/Contractor agrees to sign an affiliation agreement with the PAEC Cooperative State Purchasing Program and pay an administrative fee for sales generated off of this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement. The fee will be equal to 2% of sales and be paid to PAEC on a quarterly basis. The contractor will be provided a template for reporting sales and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Eligible users would include any city, county, university, charter school, private school, and non-profit organizations. PAEC extends the authority for the contractor to use the contract for eligible entities outside of Florida provided PAEC is paid the 2% administrative fee.

V. Billing and Payment Procedures

1. The awardee/contractor will provide an invoice to the entity to which the work is being performed. PAEC does not process or pay the contractor for the work performed.

2. The awardee/contractor shall provide a proposed length of time to complete the work for each section of the project and provide a report of progress, site conditions, each week or as often as requested by entity requesting the work.

3. A data collection device that captures the details of work performed such as the size and scope of the job, the dimensions of the hazard, Global Positioning Satellite (GPS) coordinates, hazard locations plotted on a map, address, and transmit this information electronically in order to integrate into (Geographic Information System (GIS).

4. The awardee/contractor must electronically submit an itemized summary of all repaired hazards which include:

    a. The specific height, both high side and low side measurement in 8ths of an inch.

    b. The measurement shall be the average depth of the trip hazard multiplied by the width resulting in an "inch-foot" total.

c. The total width of actual repair to the nearest one-half foot.

5. The awardee/contractor shall submit a detailed invoice monthly setting forth the services performed in accordance with the formula for saw cutting calculations.

6. Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut.

   a. Example: Using a 1:12 repair slope, a trip hazard that measures ½ inch across an entire 4 foot wide sidewalk would yield 2 inch feet on a 4x4 panel whose total square feet is 16.

   b. Using a 1:12 repair slope, average height is 0.5 inches (½ + ½ divided by 2) x width of 4 feet yields 2 inch feet of repaired surface area.

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

VI. Method of Evaluation and Selection

1. Responses will be opened publically on the date of the response deadline and previously addressed in this RFP.

2. Responses will be weighed on experience, qualifications, and to the extent to which all specifications are addressed.

3. The extent to which the work outlined in this RFP can be performed not only regionally but the remainder of the state.

4. PAEC will consider qualifications, experience, accessibility, as well as the lowest responsive bidder based on the formula listed above.

VII. Response Format

The following format shall be used in the response to this RFP.

1. **Introduction**: Include a cover letter to your response that includes a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should also note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided.

2. Include a brief description of your company, its corporate structure qualifications, experience, and capabilities to meet the requirements of this RFP.

3. **Organization Chart:** Include a chart illustrating your firm's organizational structure and how it might relate to PAEC and Florida school districts that may choose to work with your company. One page only.

4. **Resume of company/corporate governance:** Provide a summary resume of each of the company owners and officers and a brief description of their role in project oversight

5. **References:** Provide at least three (3) recommendations from former or active clients with contact information. The projects must have been completed within the previous three years. One page only per reference.

6. **Applicable licenses and general liability Workers' Compensation Insurance**

    a. **Insurance:** the awarded vendor(s) shall have, prior to performance, a certificate of insurance showing: Liability--$1,000,000 minimum of Property—1,000,000 million minimum. Or in lieu of the previous: Combined Single Limit (CSL)--$5.000.000. Certificates with the valid endorsement shall be provided to PAEC within two weeks of the contract award.

    b. **Workers' Compensation:** As required by Florida Statute 440, the Awardee/Vendor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance. Coverage shall be for all of his/her employees connected with the work of this Project and, in case of any work is sublet, the awardee shall require the subcontractor(s) similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection of the vendor.

    c. **Hold Harmless:** The Awardee/Vendor agrees to hold harmless schools from and against any and all liability which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of negligence of the school district or eligible users of this agreement, its agents or employees.

7. **Cost of Services:** Identify for all services. PAEC will identify the most qualified and lowest responsible Respondent in the manner previously described in this RFP.

VIII. Additional Information

1. PAEC reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all of the Respondents are qualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarded any contract for services; and/or to exclude any or all Respondents from inclusion in any Request for Proposals, or any other form of solicitation for the provision of the services.

2. PAEC reserves the right to accept modification and clarifications of the responses when PAEC determines such action would be in the best interest of PAEC. PAEC further reserves the right to waive any non-conformity in a response.

3. PAEC prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.

IX Timetable for Response

1. PAEC anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at PAEC's sole discretion.

    a. RFP advertised and released: **June 1, 2016**
    b. Request for information due date: **June 20, 2016**
    c. Answers/addenda issued through: **June 30, 2016**
    d. Response deadline: **July 7, 2016**

2. Award information will be made available to school districts and municipalities on **August 9, 2016** via the PAEC Cooperative Purchasing web page.

PAEC Contract #16-08
Trip Hazard Prevention and Sidewalk Maintenance
Addendum A

Per Inch Foot Pricing:

In addition to the unit price per inch-foot provided for 1:12 sloped repairs, PSSC will complete a 1:8 sloped repair for certain project circumstances where a 1:8 sloped repair is requested. A rate of $34.00 per inch foot will be charged for 1:8 sloped repairs. All other conditions outlined in Section 7 "Cost of Service" in the Bid Response to RFP#16-08 will remain in effect and apply to both slope options. Addendum A, Table 1 below shows unit pricing for both slope options.

Addendum A, Table 1: Pricing for Sidewalk Trip Hazard Repair	
Repair Slope	Unit Price per Inch-Foot
1:12 Sloped Repair	$ 40.00
1:8 Sloped Repair	$ 34.00

Per Inch Foot Discounts for High Volume in a Contract Year:

A discount will be applied to the contract inch-foot pricing rate for both slope options after certain thresholds are met in a contract year:

A 3% discount will be applied to the inch foot rate for rendered services to one individual customer/entity exceeding $200,000 during any contract year.

A 6% discount will be applied to the inch foot rate for rendered services to one individual customer/entity exceeding $350,000 during any contract year.

A 9% discount will be applied to the inch foot rate for rendered services to one individual customer/entity exceeding $500,000 during any contract year.

Discounts will not be applied retroactively to work already completed, but will only apply to the contract inch-foot rate once each threshold is met. For example, a city who opens a purchase order for $300,000 would be charged standard rates of $34.00 per inch foot for 1:8 sloped repairs and $40.00 per inch foot for 1:12 sloped repairs for the first $200,000 of work. The remaining $100,000 of work would be charged at a rate of $32.98 per inch foot for 1:8 sloped repairs and $38.80 per inch-foot for 1:12 sloped repairs.

Wendy MacMurray
Precision Sidewalk Safety Corp.
303 SE 17th Street, #309-122
Ocala, FL 34471

July 1, 2016

Mr. Larche Hardy
Coordinator of PAEC Cooperative State Purchasing
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428

Dear Mr. Hardy:

Thank you very much for the opportunity to submit a proposal response to the Panhandle Area Educational Consortium. Precision Sidewalk Safety Corp (PSSC) fully understands and complies with the commercial and technical requirements stated in RFP 16-08, Trip Hazard Prevention and Sidewalk Maintenance.

In Section 7 of this proposal document, "Cost of Services," PSSC has provided standard pricing in the format requested, with certain items priced separately as options and exceptions, in order to include or remove certain costs, depending on the specific needs of any given customer. For example, in RFP section V. Billing and Payment Procedures, number 3 requests GPS coordinates and hazard locations plotted on a map, so that users of the information can integrate the data into their GIS systems. Since most schools and even most municipalities do not have GIS systems in place, this may or may not be needed. PSSC therefore offers this service as an option only, for those entities that require it.

PSSC looks forward to the opportunity to support schools and other public entities in the state in their efforts to maintain safe and ADA compliant walkways. If you or anyone in the consortium has any questions, you may contact me any time at my office (352) 401-9090 or on my cell phone (352) 857-9588. You may also email me at wendy@precisionsidewalksafety.com.

Thank you very much for your kind consideration of this proposal document.

Sincerely,

Wendy MacMurray
Chief Executive Officer

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

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Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

Section 1: INTRODUCTION

1.1 Cover Letter

Wendy MacMurray
Precision Sidewalk Safety Corp.
303 SE 17th Street, #309-122
Ocala, FL 34471

July 1, 2016

Mr. Larche Hardy
Coordinator of PAEC Cooperative State Purchasing
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428

Dear Mr. Hardy

Thank you very much for the opportunity to submit a proposal response to the Panhandle Area Educational Consortium. Precision Sidewalk Safety Corp (PSSC) fully understands and complies with the commercial and technical requirements stated in RFP 16-08, Trip Hazard Prevention and Sidewalk Maintenance

In Section 7 of this proposal document, "Cost of Services," PSSC has provided standard pricing in the format requested, with certain items priced separately as options and exceptions, in order to include or remove certain costs, depending on the specific needs of any given customer. For example, in RFP section V. Billing and Payment Procedures, number 3 requests GPS coordinates and hazard locations plotted on a map, so that users of the information can integrate the data into their GIS systems. Since most schools and even most municipalities do not have GIS systems in place, this may or may not be needed. PSSC therefore offers this service as an option only, for those entities that require it.

PSSC looks forward to the opportunity to support schools and other public entities in the state in their efforts to maintain safe and ADA compliant walkways. If you or anyone in the consortium has any questions, you may contact me any time at my office (352) 401-9090 or on my cell phone (352) 857-9588. You may also email me at wendy@precisionsidewalksafety.com.

Thank you very much for your kind consideration of this proposal document.

Sincerely,

Wendy MacMurray
Chief Executive Officer

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

Section 2: COMPANY OVERVIEW

2.1 Ability to Provide Services Required

Precision Sidewalk Safety Corp (PSSC) is a Florida corporation in good standing to conduct business in both Florida and South Carolina. (Exhibit A) The company is majority owned by Wendy MacMurray, a woman. The company is certified as a Minority Business Enterprise under the provisions of Chapter 287, Florida Statutes (see Exhibit B).

Precision Sidewalk Safety Corp has a perfect safety record and 100% reference-able customers. We use OSHA approved equipment, certify all employees who work directly in trip hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high pedestrian traffic areas, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed.

Wendy and Alan MacMurray, the founders of Precision Sidewalk Safety Corp, have over 50 years combined experience in customer management, service delivery and project implementation and have been respected executives for global Fortune 500 companies as well as start-up companies. They introduced the Precision technology to Florida in late 2006 and South Carolina in 2007 and they now support hundreds of customers. The company has used its unique, patented technique to make over 215,000 repairs on sidewalks in the two states, saving communities an estimated $29 million on sidewalk repairs.

Schools, Universities, and Municipalities maintain sidewalks to ensure the safety of their residents and visitors. Removal and replacement of every panel where there is a change in level on sidewalks is cost prohibitive and disruptive to residents and visitors. It is also important for these entities to achieve compliance with the Americans with Disabilities Act (ADA), improve safety, and enhance the aesthetics of their neighborhoods.

PSSC uses **patented** horizontal cutting technology to repair trip hazards created by changes in level up to 2 inches high on sidewalk panels, allowing us to achieve an ADA compliant slope. On average, the PSSC system can repair approximately 90% of all problems on sidewalks and other pedestrian surfaces – often times much higher. The remaining areas (e.g. broken panels) would need to be demolished and replaced, which is a service that is not provided by PSSC. For communities throughout Florida and South Carolina, the PSSC service has minimized liability and improved the safety and aesthetics of sidewalks at much more reasonable rates than the alternatives. Section 5 provides customer reference letters.

PSSC technicians have completed extensive training to ensure the highest quality service delivery and they have done work in a variety of environments. Whether in a busy downtown with horse-drawn carriages or a college campus, PSSC technicians are noted to be conscientious, professional, and meticulous in the provision of this service. PSSC institutes a pay structure that rewards safety, quality and minimized disturbance. PSSC repairs are completed while keeping the sidewalks in service and minimizing inconvenience to pedestrians. No heavy equipment or traffic control is required and all areas are cleared of any debris. The area is left clean, damage-free, and trip hazard-free.

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

PSSC is a **drug free company**. All employees are drug screened at a licensed drug screening facility prior to being accepted for employment and may undergo testing at any time deemed appropriate by management.

2.2 Response to Specifications

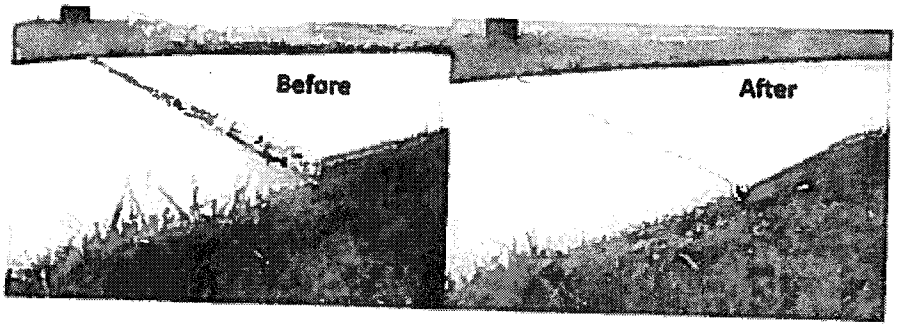
Section III of RFP 16-08 lists the following requirements and specifications. PSSC responses are shown in bold after each specification.

1. PAEC seeks to establish a contract available for school districts and other eligible users for the repair and removal of trip hazards of concrete sidewalks in compliance with the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Administration (OSHA).
Compliant.

2. This RFP is NOT for sidewalk replacement, new construction, slab jacking, or grinding.
Noted and Compliant.

3. The awarded contract must remove hazards completely from the sidewalk sections from one end of the joint to the other leaving no differential between slabs in adherence to ADA standards.
Compliant. (See Figure 1 below)

Section 2, Figure 1: Precision Sidewalk Safety Work Example



4. Fill material that may degrade over time may not be used as a basis for the repair.
Noted and Compliant.

5. Any environmental damage including damage to sprinklers, landscaping, curbs, retaining walls, utility covers, or any other objects adjacent to the sidewalks must be repaired within 24 hours at the expense of the contractor/awardee.
Noted and Compliant.

6. Contractor is responsible for clean-up of all debris after repairs are completed and the cost associated with waste disposal must be included as a unit cost and not billed separately.
Noted and Compliant.

7. No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact. Contractor must use a dust abatement system, which limits the dust emitted from the equipment.
Noted and Compliant. PSSC utilizes a shrouded dust containment system to minimize dust and portable equipment that consumes minimal energy. As a member of several

"green" building associations, Precision Sidewalk Safety tracks savings from the use of our service, which is a green building practice. The small sections of concrete we remove are recycled.

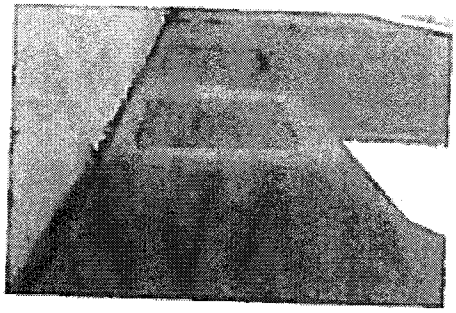
8. Contractor must guarantee specified repair slopes are based on federal regulations and in accordance with ADA requirements for trip hazards, slope criteria, and accessibility. Work shall be warrantied for compliance and evidence shall be provided in writing affirming that such compliance has been achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours ofdiscovery.
Compliant. PSSC will provide measurement and location data for each trip hazard repaired, so that each customer can audit the work.

9. Contractor must guarantee that the removed trip hazard will have a uniform appearance andtexture.
Compliant. (See Figure 1 above)

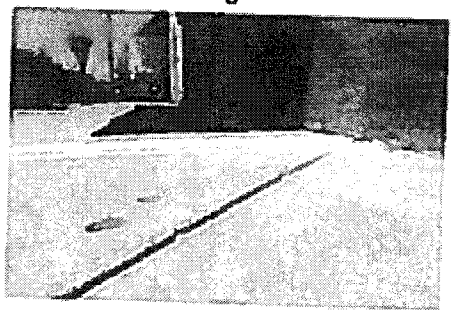
10. The hardware used in remediation of the trip hazard must be flush to ground with capabilities of working at any angle in hard to reach places and adjacent to obstacles, narrow walkways, fences, buildings, and walls.
Noted. The PSSC technique has excellent flexibility and can make repairs in most locations. Repairs abutting retaining walls, sprinkler heads, utility boxes, fences and buildings are all typical repairs. (See Figure 2 below) Please note that some repairs may not be feasible or advised, such as repairs adjacent to brick pavers that are laid in sand (since those pavers will continue to move) or repairs to stair cases. PSSC will bring these issues to the attention to the property owner, should they arise.

Section 2, Figure 2: Precision Sidewalk Safety Work Examples

Repair around utility box and adjacent to a wall



Repair adjacent to a building



11. **Grinding or pulverization** of the surface material is strictly **PROHIBITED**. Repairs may not leave grooves, uneven surfaces, sharp edges, that may inhibit drainage of water from any source.
Compliant. PSSC does not grind concrete.

12. Awardee must be able to respond to emergency work within 48 hours.
Compliant. PSSC will respond to customers within 48 hours to schedule a time for repairs to be completed. (See Exhibit C, PSSC question submitted and answered by PAEC)

13. Equipment may not be stored on the sidewalk while not in use without the written consent of the property owner and, if granted, will be at the sole risk of the contractor.
Noted and Compliant.

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

2.3 Company History / Stability

PSSC utilizes the patented technology developed by Precision Concrete Cutting (PCC) of Utah, which was founded in 1992, when Ballard Gardner opened a small trip hazard removal business in Provo, Utah. Frustrated with poor results from conventional methods, PCC designed a unique machine and process that uses a saw instead of a grinder. Gardner's efforts ultimately led to today's design, which has been awarded six currently-held patents by the U.S. Patent and Trademark Office. For over two decades, PCC and its affiliates have successfully repaired trip hazards on tens of thousands of miles of concrete sidewalk, with today's offices spanning the US, Canada and Australia.

For Precision Sidewalk Safety Bonding, Allied Property and Casualty Insurance Company is the Current surety and is A.M. Best Rated A+ XV (Superior). At the present time, Allied Property and Casualty Insurance company provides a $200,000 single project and a $400,000 aggregate surety program to Precision Sidewalk Safety Corp.

For the past 10 years, PSSC has provided the type of services described in PAEC RFP 16-08. During 2015, PSSC served 110 customers, including State, County and City government, Universities and Colleges, private communities, hospitals, and churches.

Thus far in 2016, PSSC has repaired sidewalk trip and fall hazards for 54 customers. These include 17 cities, 1 county, 1 housing authority, 5 college/school campuses, 26 private communities, 1 hospital, and 3 SCDOT county offices. All of these contracts provide the same type of services requested in the PAEC RFP 16-08.

2.4 Repair Schedule And Duration

Precision Sidewalk Safety technicians average approximately 50 repairs each, per day. We re-route pedestrian traffic on small sections of sidewalk (10'-15') for periods that range from 3 to 20 minutes while those sections are being repaired. No assistance is required, although we welcome site visits, evaluations, or inspections at the customer's convenience at any time. Table 1 provides time requirements for PSSC trip hazard removal, using an example of a project area that has 1,400 trip hazards present.

Section 2, Table 1: Repair Schedule for 1,400 Trip Hazards / 3 Man Crew

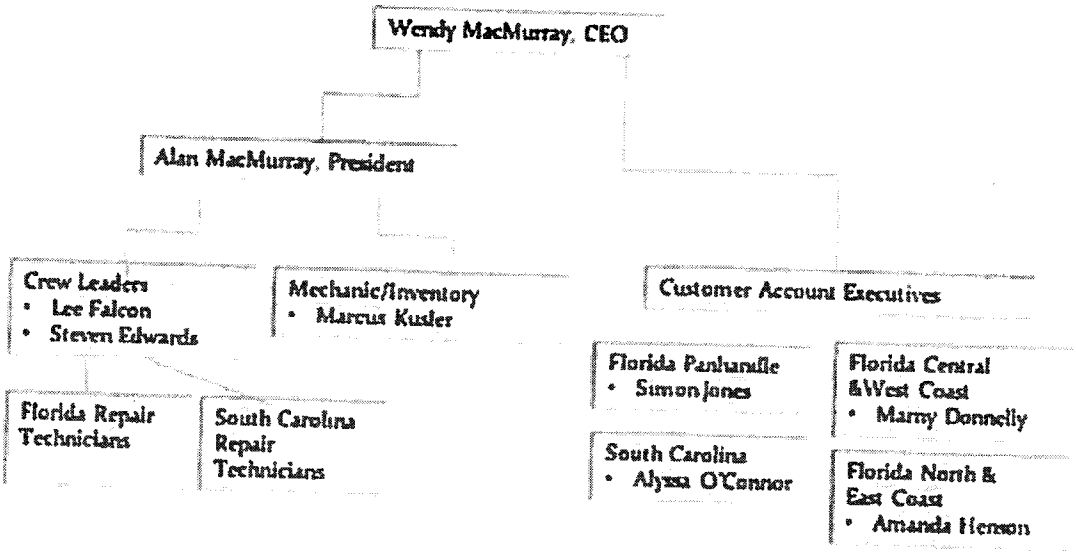
Repair Slope	Average Time per Repair	Total Time Required
1:12 Slope	16 minutes	17 Days

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

Section 3: Organization Chart

3.1 Organization Chart

Precision Sidewalk Safety Corp has been organized in the most streamlined way for efficiency, cost-effectiveness, and customer focus. To make things as simple as possible for our customers, Account Executives are their single, direct interface. These individuals manage projects, from initial customer meeting to project implementation, to post-project follow up. The owners of PSSC have implemented procedures and processes that are well documented and well implemented in order to ensure that customer programs run smoothly and without incident.



Section 4: RESUME / CORPORATE GOVERNANCE

[redacted]

4.1 Corporate Governance

Wendy MacMurray, 51% owner, and Alan MacMurray, 49% owner, are the founders of PSSC. Wendy MacMurray, the CEO, has been a high performing executive in multiple, top-ranked Fortune 500 companies, managing business development and operations to customers worldwide. Alan MacMurray, the President, has directed organizations in both large corporations and small start-up companies, delivering innovative services, managing customers, and implementing large projects. The two founders introduced the precision technology to Florida in late 2006 and to South Carolina in 2007.

4.2 Wendy MacMurray, CEO

Biography

Wendy MacMurray began her career in the IT industry in a sales position for IBM Corporation, where she managed large accounts. She was soon promoted to International Account Manager for IBM, where she was successful in establishing strategic alliances throughout the United States and Europe between IBM and Arthur Andersen & Co.

MacMurray joined Motorola's International Cellular Infrastructure Division in 1992. She held various positions at Motorola, including Manager of International Proposal Development for all of Asia, the Middle East and Africa; Manager of Technical Sales for the same; and Area Manager for Business Development in Southeast Asia, specifically managing sales efforts in Singapore, Malaysia and Vietnam.

She then was recruited by QUALCOMM in San Diego, where she accepted a role as Director of Product Marketing in 1996. In 1997 she was promoted to Senior Director in charge of all marketing activities for the infrastructure division. Soon after, MacMurray was promoted to Vice President, where she managed a group of approximately 50 marketing and engineering professionals in product/technical marketing, marketing communications, strategic marketing and proposal development worldwide.

MacMurray was a key player in Swedish company Ericsson's acquisition of the QUALCOMM infrastructure division in February of 1999. From 1999 to 2005, she was Ericsson's Vice President of Marketing and Communications and served as a member of the executive team for Ericsson's worldwide CDMA business, headquartered in San Diego.

In 2005, with two young children, MacMurray retired from her role as Vice President and moved her family to Ocala, Florida, where she later co-founded Precision Sidewalk Safety Corp., the Florida operation of Precision Concrete Cutting located in Provo, Utah. MacMurray recognized the unique and powerful aspects of this patented approach, which supports municipalities and property owners who care about safety, access for the disabled, the environment, and aesthetics in their communities. In 2007, the company expanded its operation to include South Carolina.

MacMurray received her Master of Business Administration (MBA) degree from the University of Chicago and her Bachelor of Science degree from the University of Illinois.

[redacted]

Resume (condensed)

SUMMARY Achievement oriented executive with proven strength in building competent organizations and contributing to profitable business units Highly effective leader with excellent strategic vision and outstanding sales and marketing skills.

PRECISION SIDEWALK SAFETY CORP, Ocala, Florida

Chief Executive Officer and Co-Founder, 7/06 to present

- Manage and track overall financial and operational performance of business
- Manage and implement business development and sales activities to ensure continued business growth and profitability for the company
- Develop and implement ongoing marketing strategy in support of the business plan, including proposal development, product/service marketing, market analysis, marketing communications, and event management

WENDY MACMURRAY CONSULTING, Ocala, Florida

Consultant, *2/06 to 5/07*

- Marketing, Strategy, and Communications for high tech companies

ERICSSON, San Diego, California

Vice President, Marketing and Communications, CDMA Systems 6/99 to 4/05

- Worked on core team to manage acquisition of Qualcomm infrastructure business, including initial discussions and explanation of the original business strategy to Ericsson, planning and implementation of human resource transfer, employee morale, IT systems, customer management, reorganization, etc.
- Developed and communicated annual strategic plan and quarterly business plan for CDMA Systems Business Unit, including analysis of global market and competitive position, short-term and 5-year objectives, product strategy and roadmap, specific regional positions and strategies, and 5-year P&L projections
- Developed and managed marketing strategy, brand platform and communications strategy to drive achievement of the Business Unit objectives, ensuring consistency with and support of the Ericsson group level brand, as well as direct support to global sales offices, developed and implemented tactical plan to support the strategies
- Directed functional organization of 20-30 motivated, productive and effective marketing professionals in market analysis, business intelligence, media and analyst relations, technical sales support, product marketing, marketing communications, and internal communications

QUALCOMM, San Diego, California

Vice President, Marketing, Wireless Infrastructure Division 2/98 to 5/99

- Directed 50 marketing professionals and a budget of $10 million to double division revenue, increase global market share 100%, introduce new products that were first in their category, and improve division contract win ratio from 22% to 68%
- Responsible for setting sales quota and tracking/reporting sales performance and P&L for each region throughout the world

- Led creation of the division's first Strategic Plan and effectively communicated this plan to all functional organizations within the division
- Led the creation of global market study to evaluate market growth and requirements and to direct priority areas for product development and overall division strategy

QUALCOMM, San Diego, California

Senior Director, Marketing, Wireless Infrastructure Division, 11/97 to 2/98

Director, Product Marketing, Wireless Infrastructure Division, 7/96 to 11/97

MOTOROLA, Rolling Meadows, Illinois

Area Manager Business Development, International Cellular Infrastructure Division, 2/95 to 6/96

MOTOROLA, Arlington Heights, Illinois

Technical Marketing Manager, International Cellular Infrastructure Division, 4/94 to 2/95

International Proposal Manager, International Cellular Infrastructure Division, 5/92 to 4/94

IBM Corporation, Chicago, Illinois

Account Marketing Representative, 6/87 to 12/91

EDUCATION

University of Chicago Graduate (now Booth) School of Business, Chicago, Illinois
MBA, December 1991

University of Illinois, Urbana-Champaign, Illinois
BS Advertising, May 1987

LANGUAGES Proficient in Spanish, speaking skills (unpracticed) in Italian, French and Serbo-Croatian

4.3 Alan MacMurray

Biography

In 1984 Alan MacMurray earned his MBA from The University of Chicago while working full time as Regional Sales Manager for Leaseway Transportation. But the high tech world of California's Silicon Valley beckoned, so MacMurray relocated to San Francisco, and began working at Rolm Telecommunications as a Branch Manager. Rolm was purchased in 1985 by IBM and MacMurray became an IBM Branch Manager at the age of 28. As Branch Manager at IBM/Rolm, he was responsible for managing the application design, delivery, maintenance, and technical support of voice and data switching equipment for 250 Northern California customers. In 1986 Aspect Telecommunications created and dominated the Call Center Market and MacMurray joined the company, which went "public" in 1990. MacMurray later moved to TravelNet, a corporate flight, hotel, and car booking system later purchased in 1997 by Dutch Conglomerate Reed Elsevier. In 1997 MacMurray joined Calico Technology, a company which was first to introduce online configuration for customizable products such as PC's and cars, and later introduced one of the first online shopping "carts" so users could pay for the products they just customized. In 2003, MacMurray completed his high-tech career at Deem - the current leader in enterprise Corporate Expense Management systems. He and his family moved to Ocala, Florida in 2005 and together with his wife, Wendy, Precision Sidewalk Safety Corp was founded. The company utilizes a patented saw-cutting technique to repair

trip and fall hazards on sidewalks. This unique method helps state, municipal, and private property owners to cost-effectively and correctly maintain public walkways.

Alan MacMurray has a B.A. in Economics from Harvard College and a M.B.A. from the University of Chicago, Graduate School of Business with a specialization in Marketing and concentration in Finance.

Resume (condensed)

6/06 to present **PRECISION SIDEWALK SAFETY CORP. President/Co-founder, Ocala, FL.** Responsible for daily operations including operations management, service delivery, customer support, equipment procurement and maintenance, job scheduling, hiring, employee payroll and benefits.

4/01 to 6/03 **DEEM CORPORATION, Vice President, Customer Services,** San Mateo, CA. Hired by this VC funded enterprise web services procurement provider to develop vision, organization, definition, and scaling of the Customer/Professional Services team. Work directly with customers to define requirements, implementation, and integration methodology. Define, field test, validate, modify, and replicate implementation and support processes, deliverables, and quality measurements to efficiently scale services delivery while insuring high customer satisfaction. Manage pre and post sales technical support, integration of supplier inventory, customer deployments, training, and enterprise integrations. Championed the selection and implementation of supplier automation tools to automate and expedite integration of supplier inventory onto Talaris' services network targeted at Fortune 1000 mobile professionals.

4/97 to 12/00 CALICO **COMMERCE,** San Jose, CA

General Manager, Promoted to lead $90 million acquisition of electronic store front software maker and integrate organization with internal Calico departments to create stand-alone NetMarkets Business Unit. Responsible for all sales, marketing, development, QA, and professional services required to develop, sell, service, and support direct and partner/reseller business to business license sales. Increased product sales from 25% to 70% of total corporate revenue in first 6 months while growing customer base 300%. Drove performance, scalability, use-ability, and stability improvements in baseline and suite products. Implemented Calico's Technical Partner Alliance of 14 preferred partners selling and supporting complementary product offerings. Localized software for delivery and rollout in Japan. Elected to Calico's Achievers Club in recognition for delivering exemplary corporate leadership and results.

Vice President, Worldwide Professional Services. Hired by this VC funded provider of enterprise commerce software, services, and support. Responsible for requirements, design, management, implementation, deployment, training and support of Calico's enterprise commerce suite to direct corporate customers and partners. Designed and delivered complex systems integration and field engineering services for customers including Motorola, Gateway, Dell, Honeywell, Best Buy and Staples. Delivered 35 to 50% of company revenue generated by the deployment of Calico consultants, collection of maintenance fees, and by training worldwide customers and partners. Supported 8x growth of Calico customer base, and 10x growth in annual revenue. Expanded delivery team from 6 to 100+ consultants, project managers, solutions architects, development engineers, partners, and technical support professionals certified to deliver and support Calico's product suite using RAD methodology. Consistently delivered quarterly consulting services margins of 25% to 38%. Increased quarterly revenue from several hundred thousand initially to $6 million with annual revenue exceeding $20 million.

Ramped quarterly services delivery capacity from $0.5 to $7.5 million. Customized North American service, support, and training offerings for implementation in Europe and Asia.

12/94 to 4/97 **TRAVELNET, INC. Vice President, Professional Services,** Santa Clara, CA. Hired by this VC funded provider of enterprise procurement automation software to define and build customer operations infrastructure for client/server and Internet based software application to plan, manage, book, and audit corporate service procurement and expenses. Recruited and managed team of application and technical professionals to design, manage, deploy, train, and support direct corporate customers, resellers, and distributors. Delivered consulting and systems integration services. Defined, designed and delivered customer and employee product training. Produced installation, support, end-user, reference, and on-line help documentation. Implemented central support programs, processes, and tools to responsively handle customer, employee, and third party technical calls. Managed product trials and distributor releases.

4/88 to 12/94 **ASPECT COMMUNICATIONS,** San Jose, CA.

General Manager

Regional Operations Manager

Sr. Manager, Service Business Planning

Support Center Manager

12/84 to 3/88 **IBM,** San Francisco, CA.

Branch Manager

Education

UNIVERSITY of CHICAGO. MBA, 1984, Chicago, IL. Specialization in Marketing, Concentration in Finance.

HARVARD UNIVERSITY. BA, Economics, 1979, Cambridge, MA. Graduated Dean's List.

Section 5: REFERENCES

[redacted]

5.1 City of Talahassee

City of Tallahassee
Your Own Utilities

Underground Utilities & Public Infrastructure | 2602 Jackson Bluff Road | Tallahassee | FL | 32304 | 850 891 4YOU (4968)

06/23/16

To Whom It May Concern

It is a genuine pleasure for me to recommend Precision Sidewalk Safety Corp. as a prospective client. In my capacity as a Supervisor over the Streets Division, for the City of Tallahassee's Underground Utilities and Public Infrastructure, I have worked closely with their staff for the last 7 years From the owners to the work force, I have enjoyed their professional, hard-working approach to doing business. I am pleased to provide this letter of recommendation on their behalf

I have worked closely with everyone from the Administrative staff for billing and reports, to the Sales Rep in the field, for marking out problem areas, to the Work Force making sure there was a minimum impact to our citizens. All of them made an extra effort to communicate, and meet my every request. If only every business relationship was so satisfying.

I have worked with Precision Sidewalk Safety Corp. in the downtown area and in neighborhoods with million dollar homes and we have never had a complaint. They have started projects when they said they would and have finished every project ahead of schedule. This has led to them exceeding my expectations numerous times, which is why we continue to have them return to work in our City and in our community

The Public Infrastructure Division has built a very good working relationship with the staff of Precision Sidewalk Safety Corp and that is why I am comfortable recommending them to anyone interested in a company that does quality sidewalk trip hazard repair

Feel free to contact me for any additional information,

David Earle
Street Operations Supervisor
Direct. 850.891.8313
www.David.Earle@talgov.com

City of Tallahassee | Underground Utility and Public Infrastructure
Municipal Services Complex
642 Mabry Street
Tallahassee, FL 32304
www.talgov.com

#1 Public Utility in America

City of Tallahassee
Your Own Utilities

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

5.2 Daytona State College

[redacted]

DATE: June 23, 2016

TO: Whom It May Concern

FROM: Stephen Thomas
Senior Trades Supervisor
Facilities Service

SUBJ: Precision Sidewalk Safety

For the past 5 years we have worked with Precision Sidewalk Safety for the majority of our sidewalk hazards at our main Campus in Daytona Beach, FL and our branch campus locations in New Smyrna, Deland and Palm Coast. While we often try to schedule their services during slow or down times this is not always possible. The process they use is very clean and efficient and I have never received a complaint while their technicians were performing their work. The representatives I have dealt with have always been very professional and knowledgeable. When the representative shows up to survey the hazards, they pretty much are self-sufficient and walk the campus themselves without the need to use any of my people. Within a couple of days I receive a very detailed report with pictures, maps and descriptions of all the hazards that have been identified. This report goes a long ways to justify the services they provide. Before Precision Sidewalk Safety we would usually have to remove and replace these hazards at a much higher cost and it was more invasive to the surrounding areas. By using their services we are able to take care of many more problems or potential problems than was ever possible by removing and replacing. I would recommend their services to anyone who is concerned with the liabilities of sidewalk hazards.

Stephen Thomas
Senior Trades Supervisor
Facilities Services
Daytona State College

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

5.3 Greenville Technical College

[redacted]

Greenville Technical College

July 1, 2016

To Whom It May Concern,

We have used Precision Sidewalk Safety since 2014 for sidewalk repairs on our main campus. I would highly recommend them to anyone looking to eliminate tripping hazards from raised concrete. Their attention to detail and professionalism has been of the highest quality.

Precision Sidewalk Safety has successfully removed over 330 trip hazards at our Barton location with absolutely no disruption to our students and campus community. The cost savings of this type of repair verses concrete replacement is significant. I can attest that the process from initial consultation and assessment through grinding operations is seamless and efficient. We plan to use them for repairs at some of our other campus locations in the near future.

Please feel free to contact me with any questions you might have. I'm confident you will be pleased in choosing Precision Sidewalk Safety for your sidewalk maintenance.

Sincerely,

Chris Reeves
Health and Safety Manager
chris.reeves@gvltec.edu

864 250 8205

738 South Pleasantburg Drive Greenville, SC 29607

[redacted]

5.4 City of Panama City Beach

THE FLORIDA SUN SPOT

PANAMA CITY BEACH
Home of the World's Most Beautiful Beach

June 28, 2016

To Whom It May Concern

Via E-mail

Re Letter of Reference for Precision Sidewalk Safety Corp

From May 2015 to January 2016 Simon Jones and the Precision Sidewalk Safety Corporation proposed and implemented cutting technology to repair approximately 253 trip hazards created by changes in level on sidewalk panels throughout the Palmetto Trace Subdivision located in Panama City Beach, Florida.

Throughout this process Mr. Jones was always service oriented and provided quality cutting edge services for a reasonable fee. Mr. Jones advice has been invaluable, and his response time has been superb. The City saved thousands of dollars by allowing Precision Sidewalk Safety Corp. to implement their cutting edge technology.

I appreciated the opportunity to have worked with Mr. Jones on this project for the City of Panama City Beach and can highly recommend Mr. Jones and Precision Sidewalk Safety Corp. for similar work in the future. I look forward to working with them again.

If you have any questions, feel free to call.

Sincerely,

Kathryn Younce, E.I.
Engineer I

Mayor
Gayle F. Oberst

Vice Mayor
Rick Russell

Council
John Reichard Keith Curry
Jane G. Strange

City Attorney
Doug Saltz Amy Myers

City Manager
Mario Gisburn

City Clerk
Holly J. White

110 SOUTH ARNOLD RD. 32413-2199 FAX (850) 233-5108 PH. (850) 233-5100

Section 6: Applicable Licenses and Insurance

6.1 Licenses

Precision Sidewalk Safety Corp is a corporation in good standing in both Florida and South Carolina, where the company operates. No licenses are required by either state for the type of work done by PSSC.

6.2 Insurance Certificate

ACORD

PRECISO OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
Ocala Division
1729 SE 16th Avenue, Suite 301
Ocala, FL 34471-4639
Whitz Harper

CONTACT NAME: Melanie North
PHONE (A/C, No, Ext): 352-732-5010 FAX (A/C, No): 352-732-5344
E-MAIL ADDRESS: melanie.north@bbocala.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Monroe Guaranty Insurance Co.	
INSURER B: FCCI Insurance Company	10178
INSURER C: National Trust Insurance Co.	26141
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Precision Sidewalk Safety Corp
383 SE 17th St #309-122
Ocala, FL 34471

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	X	X	CPP0037703	11/12/2015	11/12/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			CA6014471	11/12/2015	11/12/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			UMB0008309	11/12/2015	11/12/2016	EACH OCCURRENCE	$ 3,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	001WC16A00306	11/12/2015	11/12/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured when required by written contract/agreement with regards to the General Liability Insurance Policy. A Waiver of Subrogation in favor of the Certificate Holder applies to the General Liability & Workers Compensation Policies when required by written contract/agreement. Project RJ2016-08

CERTIFICATE HOLDER
PANHAN1
Panhandle Area Educational Consortium
Attn: Larche Hardy
753 West Boulevard
Chipley, FL 32428

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Whitz Harper

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Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

Section 7: Cost of Services

7.1 Precision Sidewalk Safety Corp Pricing and Pricing Methodology

PSSC prices its service based on the amount of concrete that is removed in order to achieve a given slope or ramp at the location where the trip hazard is removed. PSSC confirms that it will charge for repairs using the unit of Inch-Feet, defined in PAEC RFP 16-08 Section V, Number 4.

Method of Repair Calculation:
Cost per repair will be derived by multiplying the average height of the hazard (in 8ths of an inch), by the actual repair width (to the nearest one-half foot), by the unit cost per Inch-foot for repair slope chosen. This will also allow PSSC to provide the detailed information requested by the PAEC for every project (7.3 below).

Price per Inch-foot is shown in Table 1 below.

Section 7, Table 1: Pricing for PAEC RFP 16-08	
Repair Slope	**Unit Price per Inch-Foot**
1:12 Sloped Repair	$ 40.00*

*Includes standard inspection data submitted with invoice (see 7.3 below)

Example from RFP 16-08 describes a trip hazard that measures ½ inch high across an entire 4 foot wide sidewalk, yielding 2 inch-feet repaired. For this example, applying the above pricing, the following would be the charges for that repair:

Removing 2 Inch-Feet @ $40.00/IF = $80.00 for that repair w/ 1:12 slope.

7.2 Exceptions and Options

Minimum Project Size
Project minimum is 65 Inch-Feet. Any project smaller than 65 Inch-Feet will be charged for 65 Inch-Feet of work, or $ 2,600.

Estimate and Survey in Advance
If an inspection and estimate is required in advance of the performance of work, an additional $2.00 per Inch-Foot will be charged on all repairs.

GPS Coordinates
Section V Billing and Payment Procedures, Number 3 of the RFP requests GPS coordinates as well as hazard locations plotted on a map. If this service is needed, an additional $2.00 per Inch-Foot will be charged on all repairs. If a customer requires BOTH an estimate in advance AND GPS coordinates, only an additional $2.00 per Inch-Foot will be charged (not $4.00).

Site Relocations
The pricing above in Table 1 includes one relocation each day (i.e. two site locations total per work day). Additional relocations, if any, will be invoiced at $75 per additional relocation.

[redacted]

Weekend or Holiday Work
If a project is to be completed on a weekend or holiday, the invoice will include a 15% premium to the job. For example, if a project total is $5,000, the weekend/holiday charge would be $750 for a total invoice of $5,750 for that project.

Maintenance of Traffic (MOT)
The work done by PSSC does not require MOT. In the unlikely event that a project arises that does require MOT, PSSC will invoice the customer at cost for this service.

7.3 Inspection and Survey Details

Included in the pricing above, PSSC will comply with PAEC RFP 16-08, completing and recording a thorough inspection of the sidewalks and pavement within each project area. At project initiation by a given customer, PSSC will review with a designated manager at the entity, the specifications required for the project to ensure that the work is completed to the entity's exact requirements and needs.

As the work is completed, PSSC will electronically record a fully auditable register, which includes data on every hazard. This register will be delivered together with an invoice, giving each customer a complete record of its program to maintain safe walkways throughout different sections of its property. The data provided by PSSC will include a summary of the project specifications and the detail below for each individual repair.

1. Measured height on high side recorded in 8th's of an inch.
2. Measured height on low side recorded in 8th's of an inch.
3. Measured width of each trip hazard recorded in inches.
4. Approximate square feet of panel repaired
5. Physical location (usually street address) of each repaired trip hazard.
6. Repair measurements in Inch-Feet.
7. Cost for repairing each removed trip hazard.
8. Savings per repair vs. the customer's documented cost of replacement.

If desired by a given customer, PSSC will also provide free of charge a list of sidewalk issues outside of the scope of this RFP, but requiring attention from the entity. This provides the customer with a thorough and complete sidewalk inspection.

EXHIBIT A – AUTHORIZED CORPORATION

[redacted]

State of Florida
Department of State

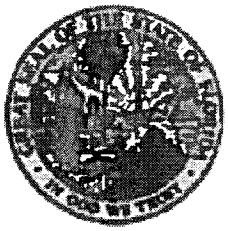
I certify from the records of this office that PRECISION SIDEWALK SAFETY CORP is a corporation organized under the laws of the State of Florida, filed on August 3, 2006.

The document number of this corporation is P06000101332.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of May, 2016



Ken Detzner

Secretary of State

Tracking Number: CU199687456I

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

[redacted]

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

PRECISION SIDEWALK SAFETY CORP.,
a corporation duly organized under the laws of the state of Florida and issued a certificate of authority to transact business in South Carolina on December 10th, 2007, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 13th day of May, 2016.

Mark Hammond
Mark Hammond, Secretary of State

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

EXHIBIT B – Minority Business Certificate

[redacted]

State of Florida

Minority, Women & Florida Veteran Business Certification

Precision Sidewalk Safety Corp

is certified under the provisions of
287 and 296.187, Florida Statutes, for a period from:

11/05/2015 to 11/05/2017

management SERVICES

Chad Poppell, Secretary
Florida Department of Management Services

Office of Supplier Diversity • 4050 Esplanade Way, Suite [illegible] • Tallahassee, FL [illegible] • [illegible] • www.dms.[illegible].fl.us

EXHIBIT C – PSSC Question and PAEC Response

[redacted]

From: Larche Hardy <larche.hardy@paec.org>
Date: Mon, Jun 20, 2016 at 1:16 PM
Subject: RE: RFP Sidewalk-PAEC Question
To: Simon Jones <simon@precisionsidewalksafety.com>
Cc: Clayton Smith <clayton.smith@paec.org>, Judy Hall <judy.hall@paec.org>

Mr. Jones,

The point of this language is to ensure that the person requesting the service is responded to within the specified time in order to schedule a repair. The project may be scheduled at a mutually agreed upon time by both the contractor and the client.

Larche Hardy
PAEC Cooperative State Purchasing

From: simonjonesiv@gmail.com [mailto:simonjonesiv@gmail.com] **On Behalf Of** Simon Jones
Sent: Monday, June 20, 2016 11:35 AM
To: Larche Hardy
Subject: RFP Sidewalk-PAEC Question

Mr. Hardy,

I need some clarification for the following for the RFP Sidewalk-PAEC.

Question about #12 under specifications:

12. Awardee must be able "to respond" to emergency work within 48 hours.

What is meant by (respond to)? Would the contractor

1) have to be on the contracted site within 48 hrs to make the actual repair?

OR

2) respond to the customer within 48 hours with a committed / scheduled date on which the repair could be made at the site?

Usually it's number 2, since trip and fall hazards don't suddenly appear and are therefore rarely considered "emergencies," but I do not want to make any assumptions. If you could please clarify this point, it will assist us in preparing pricing.

Thank you

--
Simon Jones
Precision Sidewalk Safety
877-799-6783 Office
850-824-3397 Cell

Panhandle Area Educational Consortium

BloomBoard

Search

RFP# 16-08 and RFP# 16-07

Whats New > Paec News > RFP# 16-08 and RFP# 16-07

The following RFPs have been awarded to the respondents listed below pending final approval by the PAEC Board of Directors and the Washington County, Florida School Board.

RFP# 16-08 Trip Hazard Prevention and Sidewalk Maintenance - *Precision Sidewalk Safety*

RFP# 16-07 Energy Efficient and Commercial Grade LED Lighting Catalog - *Voogl, Inc*

FLORIDA BUY

Click Here for PAEC Florida Buy Online Marketplace

Florida BUY

Panhandle Area Educational Consortium
PURCHASING AGENCY

PROFESSIONAL DEVELOPMENT

electronic Professional Development Connections

Professional Learning Calendar

Course Offerings

PAEC
Panhandle Area
Educational Consortium

John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
www.PAEC.org

Contact Person
Larche Hardy
(850) 638-6131 Ext. 2256
1-877-873-7232
Fax (850) 638-6134
Larche.hardy@paec.org

August 31, 2016

MEMORANDUM

TO: PAEC Board of Directors

FROM: John T. Selover, Executive Director

RE: Recommend Approval of PAEC RFP #16-08

I respectfully recommend approval for PAEC RFP #16-08 Trip Hazard Prevention and Sidewalk Maintenance catalog bid awarded to Precision Sidewalk Safety Corporation, 303 SE 17th Street #309-122, Ocala, Florida. Bid documents available upon request.

Upon approval by the PAEC Board of Directors and the Washington County School Board, Florida Buy will disseminate bid details to districts for review and consideration.

BOD: 9/14/2016

PAEC
Panhandle Area
Educational Consortium

John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
www.PAEC.org

Contact Person
Larche Hardy
(850) 638-6131 Ext. 2256
1-877-873-7232
Fax (850) 638-6134
Larche.hardy@paec.org

August 31, 2016

MEMORANDUM

TO: Superintendent Herbert J. Taylor

FROM: John T. Selover, Executive Director

RE: Recommend Approval of PAEC RFP #16-08

I respectfully recommend approval for PAEC RFP #16-08 Trip Hazard Prevention and Sidewalk Maintenance catalog bid awarded to Precision Sidewalk Safety Corporation, 303 SE 17th Street #309-122, Ocala, Florida. Bid documents available upon request.

Upon approval by the PAEC Board of Directors and the Washington County School Board, Florida Buy will disseminate bid details to districts for review and consideration.

WCSB: 9/12/2016

ACCEPTANCE OF BID AND CONTRACT AWARD

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, and service incurred in compliance with all terms, conditions, specifications and amendments in the Request for Proposals and any written exceptions to the RFP. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to the Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name Precision Sidewalk Safety Corporation Date _____

Company Address 303 SE 17th Street, #309-122. City Ocala State FL Zip 34471

Contact Person Wendy McMurray Title Chief Executive Officer

Authorized Signature (ink only) _____ Title Chief Executive Officer

ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED ONLY BY AGENCY

Your bid for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on September 13, 2016. As Offeror, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Offeror, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue until September 12, 2019 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods ending on September 12, 2017, September 12, 2018 and September, 2019. PAEC reserves the right to terminate this agreement with a 30 day notice within the first year or extended years due to inactivity of sales and/or failure to comply with Section 7, *Agreement to Participate in PAEC Cooperative State Purchasing*.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent WCSB Signature: _____

Agency Executive: John T. Selover, Executive Director, PAEC Signature: _____

Awarded this 13 day of September 2016 RFP#: 16-08

WCSB. 9-14-16

PAEC
Panhandle Area
Educational Consortium

John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone (850) 638-6131
Fax: (850) 638-6134
paec.org

Contact Person

Name: Larche Hardy
Phone: 850.638.6131
Fax: 850.638.6109
Email: Larche.hardy@paec.org

Precision Sidewalk Safety Corporation
Wendy MacMurray
1202 SW 17th Street #201-122
Ocala, FL 34471

May 21, 2018

RE: PAEC Florida Buy Affiliation Agreement Renewal
Partner: Precision Sidewalk Safety Corporation RFP# 16-08

Dear Vendor Partner,

The Panhandle Area Educational Consortium Cooperative State Purchasing, Florida Buy, has reviewed the awarded affiliation agreement for the above listed partner and has approved it for renewal from September 12, 2018 through September 12, 2019.

If you have any questions, please contact the person listed above.

Sincerely,

Larche Hardy
Florida Buy Project Manager

I accept the above renewal period of September 12, 2018 through September 12, 2019.

Wendy MacMurray _____ Date 5/21/18

ACORD

APPROVED
By Ann Willis at 9:35 am, Sep 14, 2018

RECIS0

OP ID: MN

CE

DATE (MM/DD/YYYY)
09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 352-732-5010
Brown & Brown of Florida, Inc.
Ocala Division
1720 SE 16th Avenue, Suite 301
Ocala, FL 34471-4620
Whitt Harper

CONTACT NAME: Whitt Harper
PHONE (A/C, No, Ext): 352-732-5010
FAX (A/C, No): 352-732-5344
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Insurance Co.	32506
INSURER B : FCCI Insurance Company	10178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Precision Sidewalk
Safety Corporation
1202 SW 17th St Ste 201-122
Ocala, FL 34471

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPP000770411	11/12/2017	11/12/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	CA10000773802	11/12/2017	11/12/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000		X	UMB100019531	11/12/2017	11/12/2018	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	001WC17A60805	11/12/2017	11/12/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Contractors E&O			CPP000770411	03/26/2018	11/12/2018	Limit	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Next Page
904-996-2898
cfleming@coj.net

CERTIFICATE HOLDER JACKSO3

City of Jacksonville
117 West Duval Street, Ste 335
Jacksonville, FL 32203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Whitt Harper

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City of Jacksonville, its members, officials, officers, employees and agents are named as an additional insured with regards to the General Liability and Automobile Liability Policies when required by written contract/agreement

A Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to the General Liability and Commercial Automobile and Workers Compensation Insurance policies when required by written contract/agreement

Insurance is primary & non-contributory with regards to the General Liability and Commercial Automobile policies when required by written contract/agreement

Umbrella Follows to form

30 Day Notice of Cancellation applies Liability, Auto & Umbrella Policies
45 Day Notice of Cancellation applies to the Workers Compensation

APPROVED
By Ann Willis at 10:18 am, Sep 10, 2018

EXHIBIT A
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Attachment A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.