

SERVICE AGREEMENT
SFC #18-02

This Agreement for services (hereinafter referred to as “**Agreement**” is entered into this 10th day of July, 2017, by and between **Columbia Public Schools** (hereinafter referred to as “**CPS**”), a public school district and political subdivision of the State of Missouri, with its administrative offices at 1818 W. Worley, Columbia, MO 65203, and **Precision Concrete Cutting Midwest**, a company (hereinafter referred to as “**Provider**”) with its principal place of business at 11922 Stearns St. Overland Park, KS 66213 (hereinafter collectively referred to as “**the Parties**”).

WHEREAS, CPS is in need of **Sidewalk Repair Services at Blue Ridge Elementary, West Middle, and Rock Bridge High Schools;**

WHEREAS, Provider submitted its proposal dated June 27, 2017 (hereinafter referred to as “the Proposal”);

WHEREAS, Provider is willing to provide the services requested and proposed in the Proposal, and CPS desires that Provider do so;

WHEREAS, CPS, by and through its Board of Education, has accepted the Proposal, subject to the terms provided under this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Provider’s Obligations

- A. Provider shall provide the services called for in the Proposal, attached hereto as Exhibit A and incorporated herein by this reference (hereinafter referred to as “services”). The scope of the services shall include sidewalk repair services at Blue Ridge Elementary, West Middle, and Rock Bridge High School.
- B. At each CPS location for which Provider provides services, Provider shall:
 - i. Remove trip hazards measured to the ADA standard of +.25” and higher;
 - ii. Cut curbs to rating of 12:1 to comply with March 2012 ADA specifications;
 - iii. Provide grind repairs including correcting slope and eliminating current hazard;
 - iv. Provide concrete waste removal; and,
 - v. Use dust abatement system.
- C. Provider shall coordinate the provision of all services with:

Columbia Public Schools
Mr. Ron Monson
5909 Paris Road
Columbia, MO 65202

573-289-1315

Or his authorized designee.

- D. Provider agrees and warrants that it is qualified, experienced, capable, and if applicable, licensed, to provide the services set forth under this Agreement.

2. CPS' Obligations

- A. CPS shall compensate Provider for services rendered in accordance with Section 3 of this Agreement.

3. Compensation – Provider shall be compensated for its provision of the services called for under this Agreement under the following terms:

- A. For sidewalk repair services, provider will be compensated based on materials used and at the rates indicated in the Proposal. The cost of the services as indicated in the Proposal shall include materials, labor and equipment to complete the project. The total amount paid to the Provider under this Agreement shall not exceed Ten Thousand Six Hundred Thirty-Nine DOLLARS (\$10,639.00).
- B. No compensation will be given to Provider that is over and above the rates provided in the Proposal without prior written approval from CPS' authorized representative.
- C. Provider shall submit an invoice to Sabrina Gadbois, Accounts Payable, within 15 business days of completion of the services at each location at which the services are provided. An invoice shall be provided for each location at which services were provided and shall include a detailed breakdown of:
 - i. Equipment costs;
 - ii. Labor costs;
 - iii. Material costs, and,
 - iv. the total cost owed by CPS.
- D. Upon receipt of an invoice from Provider, CPS shall have 45 days to provide payment for the same unless an objection to the amount charged is made by CPS. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution.

4. Term, Termination and Renewal

- A. The initial term of this Agreement shall begin on the date of execution of this Agreement and will end upon completion of the services, which shall be no later than August 15, 2017.
- B. This Agreement may be terminated in the event of a breach of the terms of this Agreement. In such an event, the non-breaching party shall provide the breaching

party with written notice of the breach. The breaching party shall then have 7 days to cure said breach. If the breach is not cured within the time allotted, then the non-breaching party may terminate this Agreement immediately.

- C. Notwithstanding the foregoing, CPS shall have the option of terminating this Agreement without cause by providing notice of the same to Provider within 30 days of termination. In such an event, Provider shall be entitled to all compensation earned for services authorized and provided up to the date of termination.

5. Insurance

- A. Provider shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by CPS. A Certificate of Insurance which names CPS as additional insured per the following requirements is to be furnished within fifteen (15) calendar days following execution of this Agreement, and prior to work proceeding under this Agreement.
- B. **Compensation Insurance.** Provider shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees providing services to CPS under this Agreement, and in case any work is sublet, Provider shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Provider. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, Provider shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.
- C. **Public Liability and Property Damage Insurance.** Provider shall take out and maintain during the life of this Agreement, such public liability and property damage insurance policies as shall protect them and any subcontractor providing services to CPS under this Agreement from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The limits of such policies shall be no less than the maximum legal liability limits set forth in 537.610, RSMo.
- D. **Proof of Insurance.** Provider shall furnish CPS with a Certificate of Insurance which names CPS as an additional insured in amounts as required in this Agreement and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall remain in effect until such time as CPS has determined that this Agreement is complete. CPS may demand proof of insurance at any time during the term of this Agreement. A failure to comply with such request shall constitute a material breach of this Agreement by Provider.

- E. Provider assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood or freezing, to the materials and equipment with which the services of this Agreement are to be provided. Provider has the responsibility to insure in full or in part against such loss or damage, responsibility for which is here assumed.

6. Special Conditions

- A. Provider shall not utilize an employee on CPS property who is a registered sex offender. This condition shall also apply to any subcontractors of Provider.
- B. Provider shall provide to CPS two types of background checks for employees or subcontract employees who will be providing services to CPS unescorted on/in any CPS campus and/or buildings. These two checks are: Missouri Child Abuse or Neglect/Criminal Record Check; and, Missouri State Highway Patrol Criminal Record Check (\$13.00 per application). The District will provide the forms and process both the Missouri background record checks.
 - i. Provider will submit these required background checks to CPS within 14 days of execution of this Agreement. All background checks are required to be on file with CPS prior to Provider providing services to CPS. All background check documentation shall be delivered to CPS' Human Resources office, along with a check for the amount equal to the number of employees times the fee noted above. CPS will notify Provider of approved and unapproved background checks.
 - ii. It shall be the responsibility of Provider to ensure all of its employees and subcontractors are in compliance with District access security requirements.
- C. Provider shall adhere to all of CPS' rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
- D. Within 7 days of the execution of this Agreement, Provider shall provide to CPS an affidavit containing the following:
 - i. A statement that Provider has enrolled in and currently participating in E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA);

- ii. A statement that Provider does not knowingly employ any person who is an unauthorized alien in conjunction with the services being provided under this Agreement; and
 - iii. A notarized signature of the registered agent or legal representative of Provider, or a corporate officer, including, but not limited to, the human resources director of Provider or their equivalent.
- E. Provider hereby acknowledges that it has been provided with notification per CFR 40-763 that CPS campuses do contain asbestos containing materials. Provider shall submit to CPS within 7 days of execution of this Agreement a Contractor Notification and Confirmation form.
- F. CPS and Provider are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Provider and any person employed by or conducting business with CPS shall not be a partner, employee, agent or joint venturer of CPS.
- G. Provider at all times agrees to comply with the provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public work projects. Not less than the prevailing hourly rate of wages identified in the Wage Order attached hereto as Exhibit B shall be paid by Provider to each worker completing the Services under this Agreement. Provider further agrees to comply with all requests for information regarding compliance with the Prevailing Wage Law, including but not limited to, the execution of an affidavit prepared by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards pertaining to compliance with the Prevailing Wage Law. While the Services are being performed, Provider and all subcontractors shall submit certified copies of their payrolls (LS-57 form) to CPS' representative with its invoice. Prior to payment, Provider shall submit an affidavit to CPS stating that it has fully complied with the Prevailing Wage Law. Provider shall forfeit as a penalty to CPS, on whose behalf this Agreement is made or awarded, One Hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates, for any of the Services done under the Agreement, by Provider or by any subcontractor under them.
- H. Provider and subcontractors who perform the Services shall provide, at a minimum, a ten (10) hour Occupational Safety and Health instruction and safety program, or similar program approved by the Department of Labor, for their employees relative to work being performed. All employees performing the Services must have completed the course within the 60 days of beginning work and shall keep evidence of completion on the Work Site. Provider and subcontractors in violation will forfeit a lump sum of \$2,500.00 to CPS, plus

\$100.00 for each worker employed without training for each day the worker is employed without training.

- I. Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the Work Site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

7. General Provisions

- A. Entire Agreement – This Agreement contains the entire Agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the services called for under this Agreement.
- B. Non-Waiver – No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.
- C. Severability – In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.
- D. Modifications – This Agreement may be modified, amended, or changed only by a written document signed by both Parties.
- E. Notices – All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier; (c) if sent by reputable overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to

such other address as the Parties may specify by notice given pursuant to this section):

TO CPS: Columbia Public Schools
Attn: Anna Munson
1818 W. Worley Street
Columbia, MO 65203

WITH A COPY TO: Columbia Public Schools
Attn: Ron Monson
5909 Paris Road
Columbia, MO 65202

TO PROVIDER: Precision Concrete Cutting Midwest
Attn: Tom Pitney
11922 Stearns Street
Overland Park, KS 66213

- F. Headings – The various titles and headings used in this Agreement are used solely for convenience and are not to be used to interpret or construe any word, clause, paragraphs, or subparagraph of this Agreement.
- G. Governing Law, Jurisdiction and Venue – This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Boone County, Missouri.
- H. Confidentiality – To the extent that it is applicable, Provider will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g.
- I. Indemnification – Provider shall defend, hold harmless and indemnify CPS, its governing Board, officers, agents, and employees from every claim, demand, losses and expenses which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, or willful misconduct, of Provider or any person, firm or corporation, employed by Provider, including any subcontractors, in connection with Provider’s performance under this Agreement. Provider, at its own expense and risk, shall defend any legal proceeding that may be brought against CPS, its governing Board, officers, agents and employees on any such claim or demand, and satisfy any judgment that may be rendered against CPS or its governing Board therein. Provider also agrees to reimburse CPS, its agents and employees for any sum which CPS is required to pay on account of such demand, claim or lawsuit, including attorney’s fees.

- J. Sovereign Immunity. Nothing in this Agreement shall constitute any waiver of CPS' sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
- K. Assignment – Provider may not assign or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the CPS.
- L. Subcontracting – Provider may not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the CPS.
- M. Authority of Signatories – The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.
- N. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- O. Fax Signatures – For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.
- P. In the event it should become impossible for either party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due solely to the party's own fault or negligence.
- Q. In the event that any terms of this Agreement conflict with the Proposal, the terms of this Agreement shall be controlling.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this Agreement on the dates set forth below their names.

COLUMBIA PUBLIC SCHOOLS

**PRECISION CONCRETE CUTTING
MIDWEST**

BY: _____

BY: _____

PRINT NAME: Darin Preis

PRINT NAME: _____

PRINT TITLE: President, Board of Education

PRINT TITLE: _____

DATE: July 10, 2017

DATE: _____

ATTEST BY: _____
Secretary, Board of Education

Precision Concrete Cutting Midwest

Keep the Sidewalk. Remove the Liability.

11922 Stearns St.
Overland Park, KS. 66213

Phone: 913-851-2004
Email: tpitney@pccmidwest.com

Project Description: Trip Hazard Removal
Date: **6/27/17**

Quote Prepared For: Ron Monson, Asst. Director Columbia Public Schools
Company Name: Columbia Public Schools
Street Address: 5909 Paris Road
City, ST ZIP Code: Columbia, MO. 65202
Phone: 573-214-3760

DESCRIPTION	AMOUNT
<p>Remove 172 trip/fall concrete hazards. A total of 427 LF of concrete repair. This quote includes (1) curb repair located at Blue Ridge Elementary. Additional Specifications:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Includes eight (8) grind repairs – correct slope and eliminate current hazard (\$528) <input type="checkbox"/> Includes slope rating of 12:1 / All repairs meet/exceed March 2012 ADA Spec's <input type="checkbox"/> Includes concrete waste removal <input type="checkbox"/> Includes use of dust abatement system <p>Survey conducted according to ADA guidelines for hazards measuring > than .25". All repairs will meet ADA specifications for sidewalk repair as stated in the March 2012 ADA guidelines (1:12 Slope Rating) for repairs involving "Change in Level" on sidewalk panels.</p> <hr/> <p><u>Per Location:</u></p> <p>Blue Ridge Elementary: \$2,889 - 48 Repairs West Middle School: \$3,701 - 66 Repairs <u>Rock Bridge HS: \$4,049 - 58 Repairs</u></p> <p>Project Total: \$10,639.00 - 172 Repairs</p> <p style="text-align: center;"><i>Please see attached repair proposals for additional details.</i></p>	<p>\$10,639.00</p>
TOTAL	\$10,639.00

