

COOPERATIVE PURCHASING AGREEMENT FOR TRIP HAZARD MITIGATION FOR SIDEWALKS

THIS COOPERATIVE PURCHASING AGREEMENT FOR TRIP HAZARD MITIGATION FOR SIDEWALKS ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PRECISION SIDEWALK SAFETY CORP.** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-5234927) ("Vendor").

WHEREAS, after a competitive procurement process, the Panhandle Area Educational Consortium (PAEC) fiscal agent and District of Record, the Washington County Florida School Board, entered into a contract with Precision Sidewalk Safety Corp for the provision of repair and removal of trip hazards of concrete sidewalks Contract Number 22-139 (the " PAEC Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of repair and removal of trip hazards of concrete sidewalks pursuant to essentially the same terms and conditions provided under the PAEC Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Vendor agrees to extend the terms, conditions, and pricing of the PAEC Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for repair and removal of trip hazards of concrete sidewalks as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **PAEC Agreement:** shall mean the repair and removal of trip hazards of concrete sidewalks between Panhandle Area Educational Consortium and District of Record, the Washington County Florida School Board and Precision Sidewalk Safety Corp. and its exhibits, as amended and attached hereto as **Exhibit A – PAEC Agreement**.
3. **INCORPORATION OF PAEC AGREEMENT.** The PAEC Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the PAEC Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by

reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: PAEC Agreement (A-1 through A-6)
- 5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the PAEC Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms "Agency," or "PAEC" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – PAEC Agreement**.
 - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **OCTOBER 22, 2025**, and continue through and including **SEPTEMBER 14, 2026**.
 - D. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department, 1805 NE 30th Avenue, Building 800, Ocala, Florida 34470**, Attn: **Charlie Varney** E-Mail: cvarney@ocalafl.gov.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax

to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
7. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent Vendors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Vendor shall similarly require any and all subcontractor to afford such coverage for all of its employees as required by applicable law.
 - B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractor, or for anyone whose negligent act(s) Vendor may be liable.
 - B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered

because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

- C. **Certificates of Insurance.** No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 11. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 12. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 13. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- 14. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Precision Sidewalk Safety Corp.
 Attention: Wendy MacMurray
 1202 SW 17th Street, Suite 201-122
 Ocala, Florida 34471
 Phone: 877-799-6783
 E-mail: wendy@precisionsidewalksafety.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

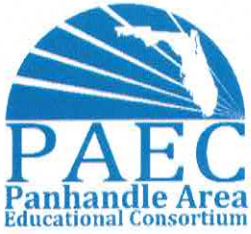
Approved as to form and legality:

PRECISION SIDEWALK SAFETY CORP.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)



John T. Selover
Executive Director

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

Exhibit A - PAEC Agreement

CONTRACT# PWD/250985

Contact Person

Name: Charles Walker
Phone: 850.638.6131 Option 4
Email: Charles.walker@paec.org

August 20, 2025

Precision Sidewalk Safety

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Precision Sidewalk Safety, Contract # 22-139

Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of September 14, 2025, through September 14, 2026, at the same original terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter and return it to us as soon as possible.

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



Thomas Register, Superintendent, WCSD

8/20/25

Date



John T. Selover, Executive Director, PAEC

8/20/25

Date

I accept the above renewal period of September 14, 2025, through September 14, 2026, at the same original terms and conditions.

Signature Wendy MacMurray Date: 8/22/2025

Print Name: Wendy MacMurray Title: CEO, Precision Sidewalk Safety Corp

Advancing Schools & Communities for Student Success



CALHOUN – FAMU D.R.S – FRANKLIN – FSU BAY – GADSDEN – GULF – HOLMES –
JACKSON – JEFFERSON – LIBERTY – MADISON – TAYLOR – WAKULLA – WALTON – WASHINGTON

Exhibit A - PAEC Agreement

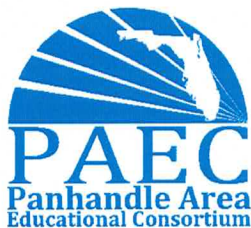
CONTRACT# PWD/250985

Contact Person: Tori Baxley

Email: tori.baxley@paec.org

Direct: 850-638-6274

PAEC: 850-638-6131



John T. Selover
Executive Director

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

8/13/2024

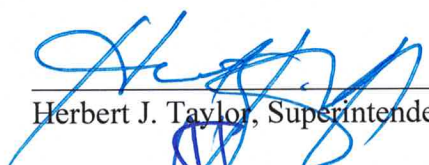
Precision Sidewalk Safety
970 SW 104th Street Rd.
Ocala, FL 34476

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Precision Sidewalk Safety, Contract # 22-139

Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of September 14, 2024, through September 14, 2025, at the same terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

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

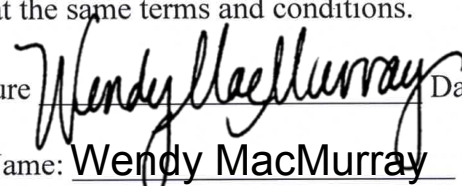

Herbert J. Taylor, Superintendent, WCSD

8/13/24
Date


John T. Selover, Executive Director, PAEC

8/13/24
Date

I accept the above renewal period of September 14, 2024, through September 14, 2025, at the same terms and conditions.

Signature  Date: 8/19/24
Print Name: Wendy MacMurray Title: CEO

Advancing Schools & Communities for Student Success



CALHOUN – FAMU D.R.S – FRANKLIN **AF2** BAY - GADSDEN – GULF – HOLMES –
JACKSON – JEFFERSON – LIBERTY – MADISON – TAYLOR – WAKULLA – WALTON - WASHINGTON



Contact Person: Tori Baxley
(850) 638-6131 Ext. 2257
1-877-873-7232
Fax (850) 638-6109
Tori.baxley@paec.org

John T. Selover
Executive Director

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

10/10/2023

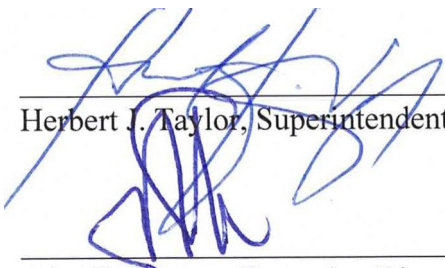
Precision Sidewalk Safety

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Precision Sidewalk Safety, Contract# 22-139

Dear Vendor Partner,

Your contract renewal, including the attached price increase dated August 1, 2023, was approved by the Washington County School Board for the period of September 14, 2023, through September 14, 2024. The pricing offered by PSSC is approved because it continues to offer the same or better discount levels off of PSSC's published list pricing. Besides this approved pricing increase, all other terms and conditions remain the same. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

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

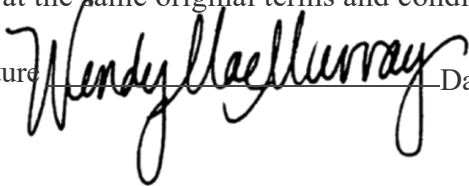

Herbert J. Taylor, Superintendent, WCSD

10/12/23
Date/


John T. Selover, Executive Director, PAEC

10/10/23
Date

I accept the above renewal period of September 14, 2023, through September 14, 2024, at the same original terms and conditions.

Signature  Date: October 13, 2023



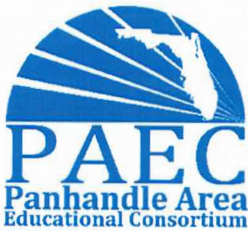
Florida Buy State Cooperative Purchasing Agency
8-1-2023 PRICING SHEET

Contract #22-139 Trip Hazard Mitigation for Sidewalks
 General Comparison Worksheet

Precision Sidewalk Safety Corp						
	Trip Hazard Mitigation for Sidewalks	Quantity (Inch Feet Units)	Labor	List Price per inch-foot	Contract Price per inch-foot	Percentage Discount
A	1:12 Sloped Repairs no estimate	125-5,000		\$ 46.50	\$ 43.25	7.0%
B	1:12 Sloped Repairs with prior estimate	125-5,000		\$ 51.00	\$ 45.25	11.3%
C	1:12 Sloped Repairs with GIS data	125-5,000		\$ 54.00	\$ 47.50	12.0%
D	1:8 Sloped Repairs no estimate	125+		\$ 41.00	\$ 37.75	7.9%
E	1:8 Sloped Repairs with prior estimate	125+		\$ 45.75	\$ 40.00	12.6%
F	1:8 Sloped Repairs with GIS data	125+		\$ 48.50	\$ 42.00	13.4%
Volume Discounts*						
G	1:12 Sloped Repairs no estimate	5,001-9,000		\$ 46.50	\$ 41.75	10.2%
H	1:12 Sloped Repairs with prior estimate	5,001-9,000		\$ 51.00	\$ 43.75	14.2%
I	1:12 Sloped Repairs with GIS data	5,001-9,000		\$ 54.00	\$ 45.75	15.3%
J	1:12 Sloped Repairs no estimate	9,001+		\$ 46.50	\$ 40.75	12.4%
K	1:12 Sloped Repairs with prior estimate	9,001+		\$ 51.00	\$ 42.50	16.7%
L	1:12 Sloped Repairs with GIS data	9,001+		\$ 54.00	\$ 44.75	17.1%
Other Fees**						
M	Non Standard Concrete Repair Services	Hourly, per specialist		\$ 275.00	\$ 245.00	10.9%
N	Sidewalk Review Report Only (no repairs)	Daily, per specialist		\$ 400.00	\$ 375.00	6.3%
O	Site Relocations over 2 locations/day	Each		\$ 75.00	\$ 60.00	20.0%
P	Minimum Charge (includes 125 inch-feet)	Project		\$ 5,000.00	\$ 5,000.00	0.0%

* Volume Discounts will not be applied retroactively to work already completed. The new inch-foot price will apply once the higher volume threshold begins. For example, a city that opens a purchase order for \$300,000 would be charged standard rates of \$43.25 per inch foot for 1:12 sloped repairs for the first \$216,250 of work. The remaining \$83,750 of work would be charged at a rate of \$41.75 per inch-foot .

** Weekend or holiday work will be charged a 15% premium, which is the same as PSSC standard policy; MOT is not required for this type of service, however if a customer should require MOT for a project, it will be subcontracted and reinvoiced at cost.



John T. Selover
Executive Director

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

Exhibit A - PAEC Agreement

CONTRACT# PWD/250985

Contact Person: Tori Baxley
(850) 638-6131 Ext. 2257
1-877-873-7232
Fax (850) 638-6109
Tori.baxley@paec.org

9/13/2022

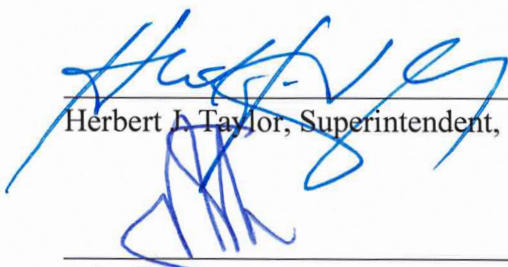
Precision Sidewalk Safety
970 SW 104th Street Rd
Ocala, FL 34476

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Precision Sidewalk Safety, Contract # 22-139

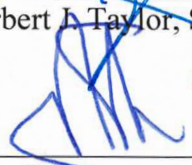
Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of September 14, 2022, through September 14, 2023, at the same original terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

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


Herbert A. Taylor, Superintendent, WCSD

9/27/22
Date


John T. Selover, Executive Director, PAEC

9/26/22
Date

I accept the above renewal period of September 14, 2022, through September 14, 2023, at the same original terms and conditions.

Signature



Date: October 4, 2022

Print Name:

Wendy MacMurray

Title: CEO

Advancing Schools & Communities for Student Success



CALHOUN – FAMU D.R.S – FRANKLIN – GADSDEN – GULF – HOLMES – JACKSON –
JEFFERSON – LIBERTY – MADISON – TAYLOR – WAKULLA – WALTON – WASHINGTON

Attachment 7

**Florida Buy State Cooperative Purchasing Agency
CONTRACT OFFER AND AWARD LETTER
RFP #21-18 Trip Hazard Mitigation for Sidewalks
OFFER TO BE COMPLETED BY VENDOR**

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the PAEC Florida Buy State Cooperative Purchasing Agency as stated in the evaluation section, will be a consideration in making the award.

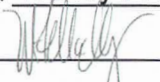
This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program,

Company Name: Precision Sidewalk Safety Corp

Address 1202 SW 17th Street, Suite 201-122 Phone Number 877-799-6783

City: Ocala State: Florida Zip: 34471

Contract Contact Person: Wendy F. MacMurray Email Address: wendy@precisionsidewalksafety.com

Authorized Signature:  Date: July 16, 2021

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY
THE LEAD AGENCY OF FLORIDA BUY STATE PURCHASING COOPERATIVE**

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on 9-13-2021. As Offeror, you are now bound to sell the materials and services listed by the attached RFP 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 remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

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

Agency Executive: Herbert J. Taylor, Superintendent: Signature  Date 9/13/21

Agency Executive: John T. Selover, Executive Director, PAEC: Signature  Date 9/14/21

WCSB Approval 9/13/21

PAEC BD Approval 8/18/21

Contract # 22-139