

# CITY OF HIGH POINT

## AGENDA ITEM



<b>TITLE:</b> Sidewalk Trip & Fall Hazard Repair Contract – Precision Safe Sidewalks	
<b>FROM:</b> Public Services Department	<b>MEETING DATE:</b> February 19, 2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> N/A
<b>ATTACHMENTS:</b> Sole Source Justification Form Sole Source Letter – Precision Safe Sidewalks	

**PURPOSE:** The City budgets on an annual basis for the removal, replacement, or alternative repair of City of High Point maintained sidewalks. Multiple locations of sidewalks were identified to be repaired within the Central Business District (CBD). This item addresses phase 3 repairs for remaining identified trip hazards through a sole source repair method by Precision Safe Sidewalks.

**BACKGROUND:** In January 2021, a study identified 3,152 sidewalk trips and fall hazards within the CBD. Phase I addressed the hazards identified as most severe eliminating 1,844 hazards. Phase II addressed the remaining severe and most severe eliminating another 931 identified hazards. This final phase will address approximately 1,300 remaining trip and fall hazards within the CBD. The non-intrusive repair method consists of grinding sidewalk and curbing trip hazards to bring into ADA compliance. Precision Safe Sidewalks possesses patented technology to perform this work. This technology is less intrusive than digging and replacing, is much faster, less expense, and with less dust and cleanup.

Note: this does not address panels that require full remove and replacement.

**BUDGET IMPACT:** Funding is available in the FY 2023-2024 budget.

**RECOMMENDATION/ACTION REQUESTED:** The Public Services Department recommends approval of the contract and asks for the Council to award the sole source repair to Precision Safe Sidewalks, LLC in the amount not to exceed \$131,318.



Trip Hazard Example



Trip Hazard Repair Example



Financial Services

Purchasing Division



Requisition #

**CITY OF HIGH POINT**  
**SOLE SOURCE JUSTIFICATION FORM**  
(For Items Costing \$10,000.00 or More)  
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

**Justification:**

The City budgets on an annual basis for the removal, replacement or alternative repair methods for City maintained sidewalks. Based on identified needs and available funding, multiple locations within the CBD and Social District have been identified for needing repairs. Precision Safe Sidewalks possess the technology to use a less intrusive repair method versus digging and replacing portions of sidewalks.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

**CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.**  
**ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.**

1. ☒ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☐ Standardization or compatibility is the overriding consideration.
4. ☐ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Department Head/Authorized Personnel  Digitally signed by Robby Stone  
Date: 2024.01.25 10:11:35 -05'00'

Department/Division  Date

**APPROVAL PROCESS**

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)



January 1, 2023

License Number: PCCVA2008A

To Whom it May Concern:

Due to the nature of our business, and in responding to competitive bids, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office. These patents enable us and our branch offices to provide the best available trip and fall hazard removal service to our clients.

Precision Safe Sidewalks, LLC is licensed in the states of Pennsylvania, New York, Washington DC, Virginia, West Virginia, and North Carolina to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 7,143,760

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

U.S. Pat. No. 7,000,606

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,402,095

U.S. Pat. No. 9,759,559

Precision Safe Sidewalks LLC is a licensed provider for this service. If you have any questions or comments, please feel free to give me a call.

Regards,

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

Tom Szold, President  
Precision Safe Sidewalks, LLC.  
2200 Wilson Boulevard  
Suite 102, #251  
Arlington, VA 22201



PSS CP23-270-02R

## CITY OF HIGH POINT

### SIDEWALK TRIP HAZARD REMOVAL SURVEY AND PROPOSAL



October 31, 2023

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**Presented to:** Justin Gray, Public Works Manager

**Submitted by:** Casey Penland, Business Development Manager

M: (336) 870-5602 | [c.penland@precisionsafesidewalks.com](mailto:c.penland@precisionsafesidewalks.com)



**ESTIMATE:** This estimate has been prepared for:

## CITY OF HIGH POINT TRIP & FALL HAZARD REMOVAL

Justin Gray, Public Works Manager  
High Point, NC  
336-883-3455 | [justin.gray@highpointnc.gov](mailto:justin.gray@highpointnc.gov)

### EXECUTIVE SUMMARY:

Using the information provided by Justin Gray for the City of High Point, Precision Safe Sidewalks conducted a risk assessment in a project area to identify sidewalk hazards that create trip-and-fall liabilities. Our assessment, conducted using the specifications of the Americans with Disabilities Act (ADA), revealed 1,308 trip-and-fall hazards as shown in Table 1 below:

TABLE 1: MILEAGE			
LOCATION	Estimated Sidewalk Miles	Total Hazards	Ave Hazard Occurrence (Feet)
DOWNTOWN DISTRICT	14.4	1,308	58
*** Average Hazard Occurrence = 58 Feet ***			

We observed that the overall sidewalk infrastructure in the assessed area is in generally good structural condition and is an ideal application for our precision-concrete-cutting repair method. Precision Safe Sidewalks proposes to remove all **1,308 sidewalk trip-and-fall hazards and restore 171 linear feet of curb hazards at points of egress** in the assessed areas, meeting the customer's requirements, for **\$131,318** (Sidewalks \$127,043 + Curbs \$4,275). We have also provided the option to select a subset of the hazards for repair by CLASS and AREA.

Should you request all hazards be repaired, Precision Safe Sidewalks can complete the work in as few as **14** workdays with 3 technicians. While the sidewalk restoration project is underway, we will:

- ✓ keep the sidewalks in service
- ✓ require no heavy equipment or traffic control
- ✓ remove all debris and recycle the concrete waste materials
- ✓ leave the repaired areas clean and free of trip-and-fall hazards.

Please note that our assessment also identified approximately **8,891 square feet** that cannot be repaired, shown in Exhibit C. The hazards shown in Exhibit C require demolition and replacement (D&R), which our company does not provide.



ESTIMATE & PROPOSAL  
CITY OF HIGH POINT  
PROPOSAL NUMBER PSS CP23-270-02R

Precision Safe Sidewalks, LLC.  
Raleigh NC | Charlotte NC  
Mechanicsville VA | Charleston WV  
Washington DC | Albany NY | Western PA  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

### ESTIMATED SAVINGS SUMMARY:

We estimate our innovative, patented, precision-concrete-cutting method will save the City of High Point more than **\$454,387** on this project versus traditional D&R methods.

We would be happy to discuss any aspect of this proposal and look forward to working with the City of High Point to enhance its sidewalk ADA compliance program, reduce liability for trip-and-fall incidents, and improve the safety and walkability of public walkways.

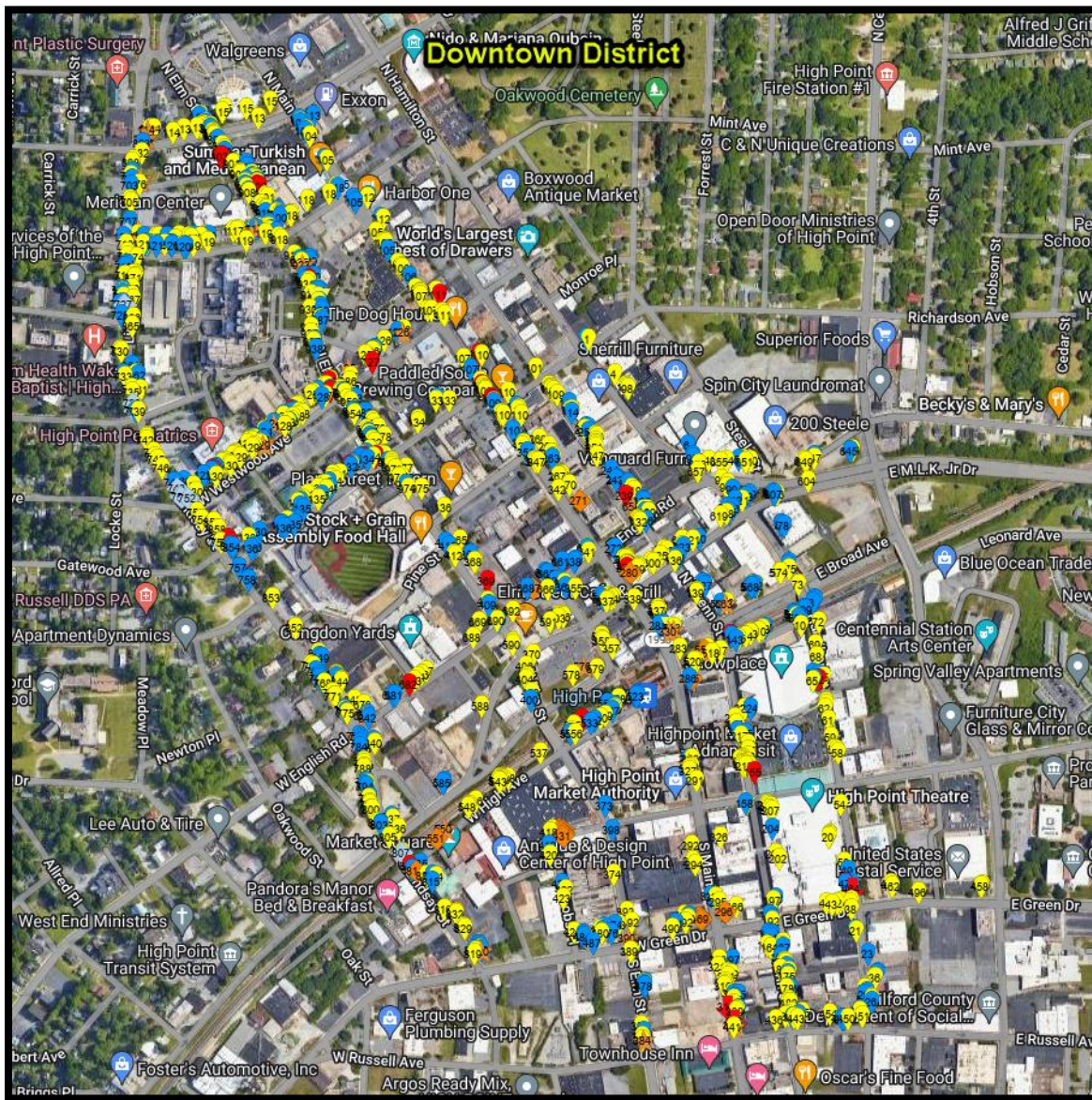
At the City of High Point's request, Precision Safe Sidewalks, LLC. will evaluate additional or alternate locations where our repair services can help stretch funds for sidewalk repairs.

### RISK MANAGEMENT:

Vertical Height Displacements (VHDs) with a differential between panels exceeding  $\frac{1}{4}$ " are considered accessibility barriers, pose a risk of trip-and-fall incidents, and are non-compliant with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). It is important to note that all VHDs present a potential hazard to both individuals with disabilities and those without, and can lead to accessibility barriers and trip-and-fall incidents. Our organization offers a classification system for trip-and-fall hazards based on height differentials, which can provide options for those with limited budgets.

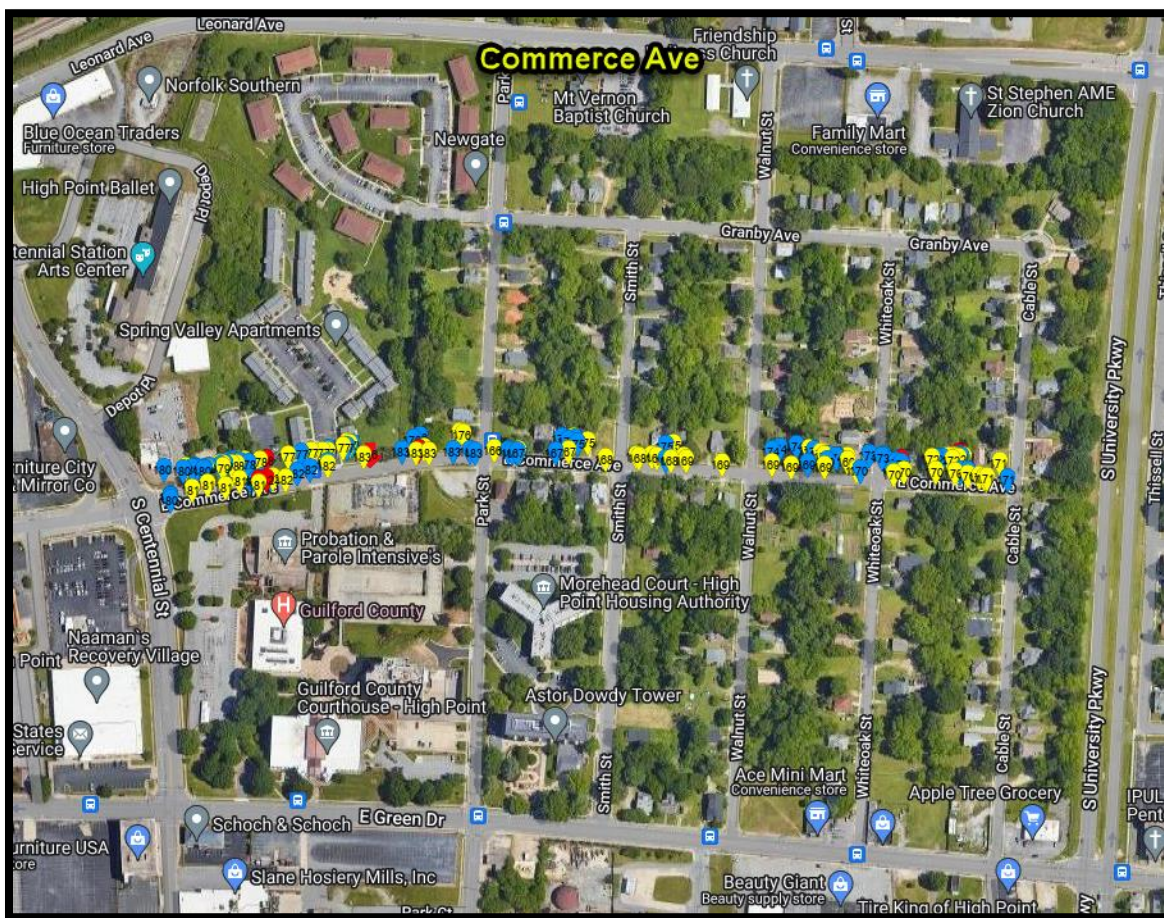
It is worth noting that the risk of a trip-and-fall incident is generally equal for all identified hazards that require repair using our precision concrete cutting process. **Interestingly, customers have informed us that VHDs with a  $\frac{1}{2}$ " differential actually result in more incidents than larger VHDs, likely due to the fact that individuals have difficulty perceiving the differential, leading to a higher rate of trip-and-fall incidents.**

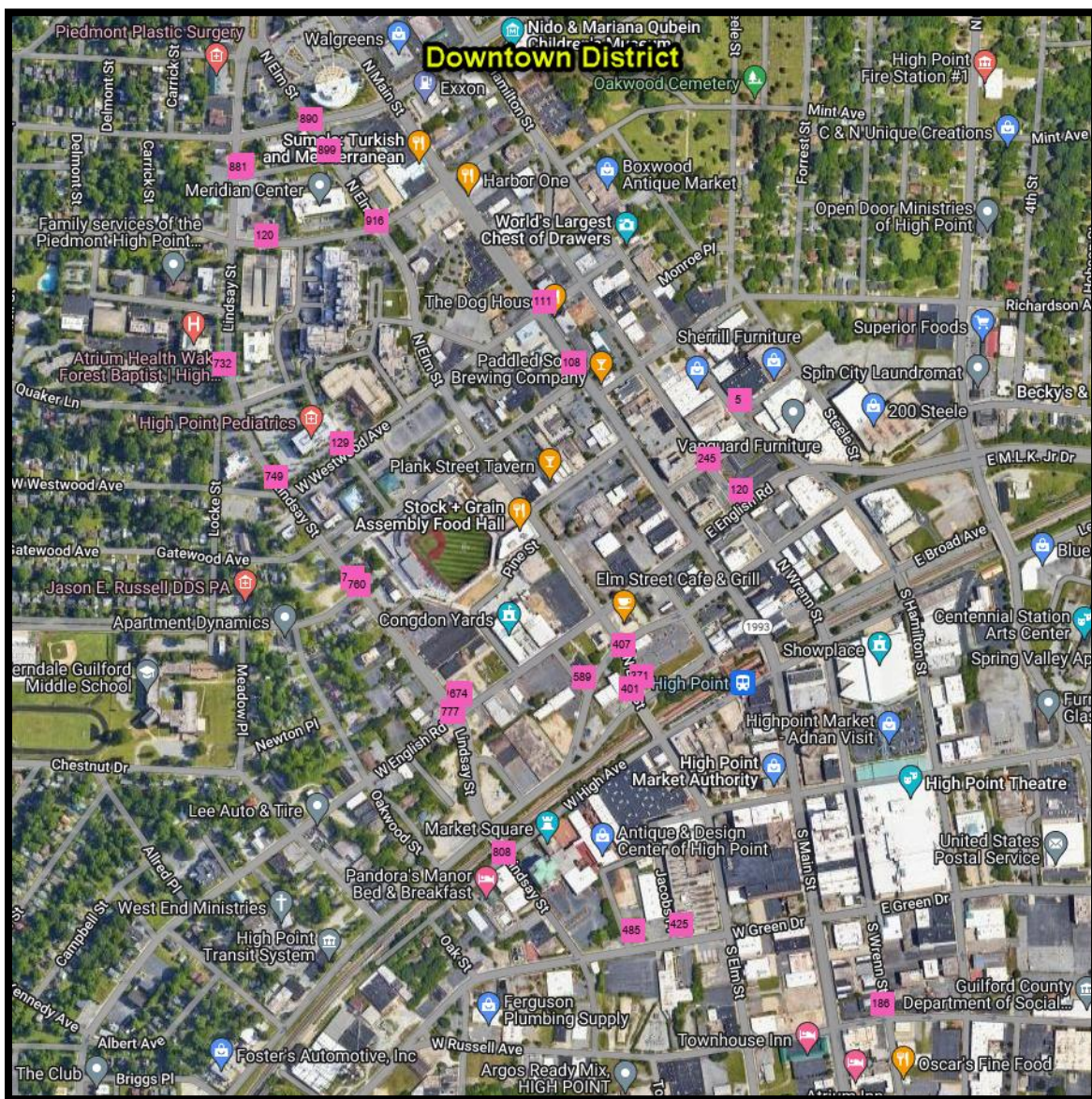
**RISK ASSESSMENT HAZARD LOCATIONS  
CITY OF HIGH POINT  
HIGH POINT, NC**



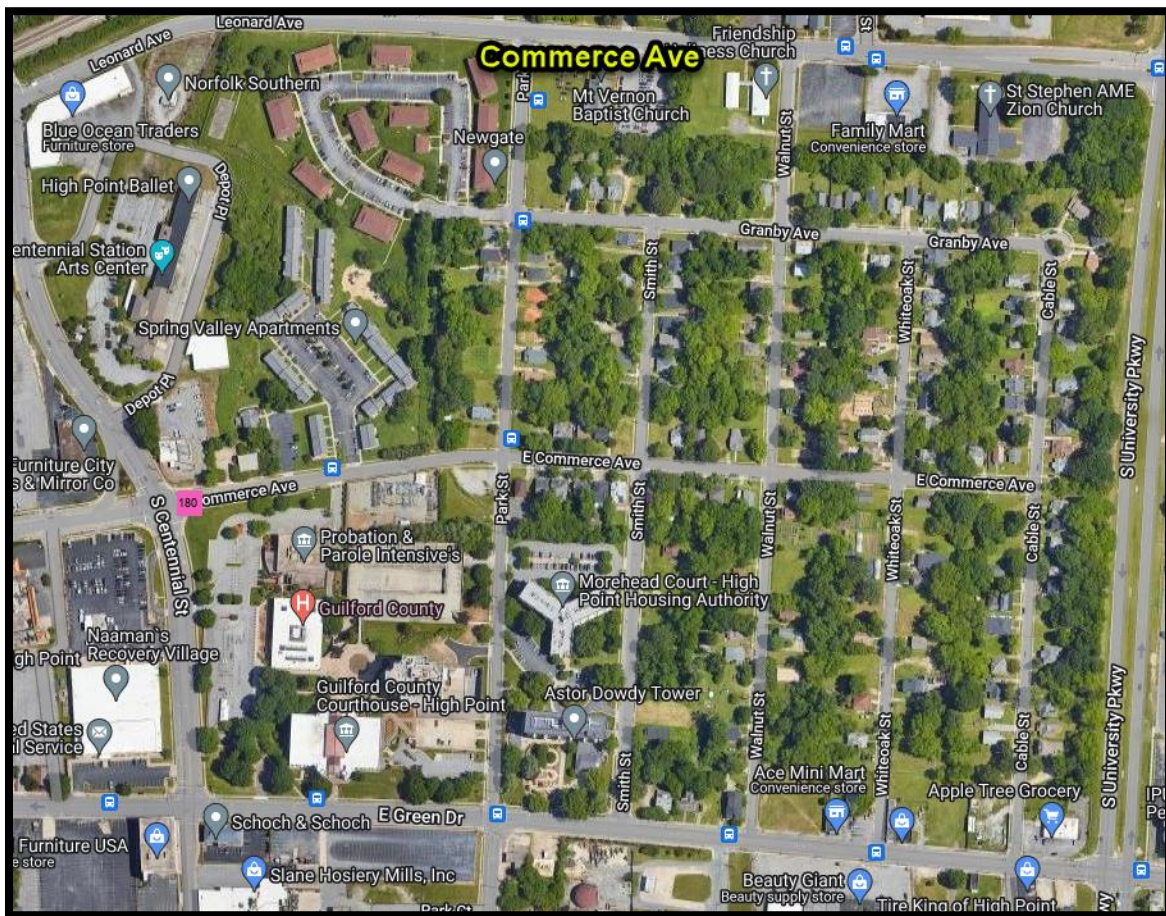
RED – VHD (1" to 2.5") BLUE – VHD (½" to 1") YELLOW – VHD (¼" to ½")

ORANGE DIAMOND – Concrete 2 Brick ORANGE STAR – Catch Basin BLUE DIAMOND – SW2C





**PINK SQUARE – Curb**



## METHODOLOGY – PREPARING THIS ESTIMATE:

1. A census was conducted of all hazards; the hazards were then grouped into three CLASSES and 21 AREAS:

### CLASSES & SPECIFICATIONS

VHD (1" to 2.5")

VHD (½" to 1")

VHD (¼" to ½")

2. An estimate of inch feet for each CLASS was prepared based on a slope of 1:8 for up to ½" and 1:12 for ½" to 2.5".
3. A fixed bid was prepared giving the flexibility to choose to repair hazards by CLASS, AREA or all hazards in the proposal.
4. This project is subject to progress billing.

## PRICING **OPTION 1:** REPAIR SELECTED HAZARDS BY CLASS or AREA

TABLE 2: SIDEWALK TRIP & FALL HAZARDS			
LOCATION	CLASS	HAZARDS	PRICE
HAMILTON ST	VHD (¼" to ½")	43	\$3,302
	VHD (½" to 1")	27	\$4,521
	VHD (1" to 2.5")	2	\$510
	<b>SUBTOTAL</b>	<b>72</b>	<b>\$8,333</b>
WREN ST	VHD (¼" to ½")	81	\$5,889
	VHD (½" to 1")	43	\$6,574
	VHD (1" to 2.5")	4	\$910
	<b>SUBTOTAL</b>	<b>128</b>	<b>\$13,373</b>
N MAIN ST	VHD (¼" to ½")	100	\$7,592
	VHD (½" to 1")	35	\$5,377
	VHD (1" to 2.5")	10	\$2,148
	<b>SUBTOTAL</b>	<b>145</b>	<b>\$15,116</b>
HAYDEN PL	VHD (¼" to ½")	5	\$377
	VHD (½" to 1")	2	\$342
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>7</b>	<b>\$719</b>

<i>(Continued)</i>			
LOCATION	CLASS	HAZARDS	PRICE
SOUTH ELM ST	VHD (¼" to ½")	22	\$1,914
	VHD (½" to 1")	13	\$2,213
	VHD (1" to 2.5")	1	\$291
	<b>SUBTOTAL</b>	<b>36</b>	<b>\$4,419</b>
JACOBS PL	VHD (¼" to ½")	13	\$897
	VHD (½" to 1")	3	\$440
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>16</b>	<b>\$1,337</b>
RUSSELL AVE	VHD (¼" to ½")	9	\$533
	VHD (½" to 1")	7	\$929
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>16</b>	<b>\$1,462</b>
GREEN DR	VHD (¼" to ½")	20	\$1,482
	VHD (½" to 1")	10	\$2,517
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>30</b>	<b>\$3,999</b>
HIGH AVE	VHD (¼" to ½")	37	\$2,938
	VHD (½" to 1")	18	\$2,371
	VHD (1" to 2.5")	1	\$291
	<b>SUBTOTAL</b>	<b>56</b>	<b>\$5,600</b>
BROAD AVE	VHD (¼" to ½")	7	\$572
	VHD (½" to 1")	8	\$1,075
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>15</b>	<b>\$1,647</b>
WEST BROAD AVE	VHD (¼" to ½")	4	\$221
	VHD (½" to 1")	0	\$0
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>4</b>	<b>\$221</b>
MARTIN LUTHER KING JR	VHD (¼" to ½")	29	\$2,171
	VHD (½" to 1")	15	\$2,786
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>44</b>	<b>\$4,957</b>
ENGLISH RD	VHD (¼" to ½")	28	\$1,937
	VHD (½" to 1")	18	\$2,224
	VHD (1" to 2.5")	3	\$510
	<b>SUBTOTAL</b>	<b>49</b>	<b>\$4,671</b>
LINDSAY	VHD (¼" to ½")	89	\$5,876
	VHD (½" to 1")	77	\$9,312
	VHD (1" to 2.5")	5	\$837
	<b>SUBTOTAL</b>	<b>171</b>	<b>\$16,025</b>

<i>(Continued)</i>			
LOCATION	CLASS	HAZARDS	PRICE
NORTH ELM ST	VHD (¼" to ½")	75	\$4,459
	VHD (½" to 1")	61	\$7,650
	VHD (1" to 2.5")	10	\$1,856
	<b>SUBTOTAL</b>	<b>146</b>	<b>\$13,965</b>
SUNSET DR	VHD (¼" to ½")	18	\$1,209
	VHD (½" to 1")	5	\$587
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>23</b>	<b>\$1,796</b>
RAY AVE	VHD (¼" to ½")	34	\$2,106
	VHD (½" to 1")	24	\$3,275
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>58</b>	<b>\$5,381</b>
WESTWOOD AVE	VHD (¼" to ½")	46	\$2,704
	VHD (½" to 1")	25	\$2,713
	VHD (1" to 2.5")	7	\$1,310
	<b>SUBTOTAL</b>	<b>78</b>	<b>\$6,727</b>
GLENWOOD AVE	VHD (¼" to ½")	25	\$1,729
	VHD (½" to 1")	27	\$3,910
	VHD (1" to 2.5")	4	\$874
	<b>SUBTOTAL</b>	<b>56</b>	<b>\$6,513</b>
CHURCH AVE	VHD (¼" to ½")	2	\$143
	VHD (½" to 1")	0	\$0
	VHD (1" to 2.5")	0	\$0
	<b>SUBTOTAL</b>	<b>2</b>	<b>\$143</b>
COMMERCE AVE	VHD (¼" to ½")	70	\$4,342
	VHD (½" to 1")	78	\$9,923
	VHD (1" to 2.5")	8	\$1,456
	<b>SUBTOTAL</b>	<b>156</b>	<b>\$15,721</b>
TOTAL	VHD (¼" to ½")	757	\$52,393
	VHD (½" to 1")	496	\$68,739
	VHD (1" to 2.5")	55	\$10,993
	<b>TOTAL</b>	<b>1,308</b>	

You can choose any or all cells for repair in this option. For example, if you choose to repair all the VHD (1" to 2.5") hazards, the price is \$10,993. If you wanted to repair all trip-and-fall hazards on N MAIN ST, the price is \$15,116. The options to make sidewalk repairs at a slope of 1:10 or 1:12 are available for any pricing option.

There are also curb hazards at points of egress adjacent to the curbside sidewalk hazard portion of this assessment. The additional price to restore these curb hazards at points of egress is \$4,275. Hazard example pictures are found in Exhibit A along with sample restoration pictures in Exhibit B.

TABLE 2.5: CURB HAZARDS		
LOCATION	LINEAR FEET	PRICE
HAMILTON ST	6	\$150
WREN ST	17	\$425
N MAIN ST	18	\$450
SOUTH ELM ST	35	\$875
JACOBS PL	4	\$100
GREEN DR	4	\$100
MARTIN LUTHER KING JR	3	\$75
ENGLISH RD	13	\$325
LINDSAY	36	\$900
NORTH ELM ST	15	\$375
RAY AVE	7	\$175
WESTWOOD AVE	8	\$200
COMMERCE AVE	5	\$125
<b>TOTAL</b>	<b>171</b>	<b>\$4,275</b>

#### PRICING OPTION 2: REPAIR ALL HAZARDS

Precision Safe Sidewalks will remove **all identified sidewalk and curb hazards in the assessed area** from ¼" to 2½" for a **fixed price of \$131,318** (Sidewalks \$127,043 + Curbs \$4,275).



## SCOPE OF WORK:

The scope of work includes identifying, measuring, recording, marking, and repairing the sidewalk hazards noted in our census at a slope of 1:8 for up to ½" and 1:12 for ½" to 2.5" (handicap ramps at 1:12), and removing approximately 1,601 lbs. of concrete debris from the area. Typically, we recycle this debris.

## AVERAGE PRICE PER SQUARE FOOT: \$3.30

There are 38,534 total square feet in the project area. Precision Safe Sidewalks' average price per square foot for the total project is \$3.30. While Precision Safe Sidewalks does not conduct Demolish & Replacement – (D&R) work, we can estimate that it would cost approximately \$15.00 per square foot for the City of High Point to demolish and replace the project area using a third party. Estimated D&R costs for the City of High Point would include:

- Cost of concrete – \$100 per cubic yard
- Underground scanning for lines, wires, utilities
- Tree and root removal
- Hydro excavation to remove soil with pressurized water near underground utilities
- Labor and Break up to remove existing concrete
- Labor to Pour, Form, Level, Finish, Float & Cut control joints.
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete
- Landscape repair

TABLE 3: COST PER SQUARE FOOT
\$3.30

## ESTIMATED SAVINGS: \$454,387

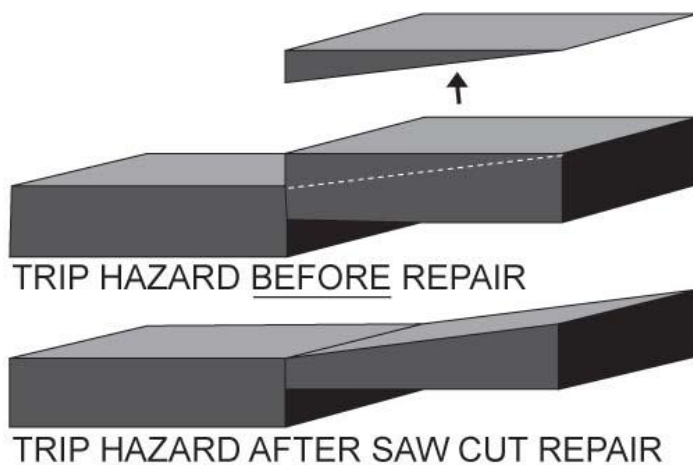
If all the panels were demolished and replaced by a third party at a replacement cost of \$15.00 per square foot, we estimate the City of High Point will save more than \$454,387 by using Precision Safe Sidewalks patented repair process.

## REPAIR SCHEDULE & DURATION: 14 – 18 Days

When scheduled, we estimate the repairs for all hazards on the property will require 14 to 18 workdays with the note that wet weather days will delay our operations. We will remove small sections (10' to 15') of sidewalk from service for periods that range from 3 minutes to 45 minutes and will control all traffic around these areas while they are being repaired. No assistance will be required from the City of High Point, although we welcome site visits, evaluations, or inspections at your convenience at any time.

## REPAIR SPECIFICATIONS:

1. Three measurements will be taken of every hazard:
  - Height<sup>1</sup> – the highest point of the hazard
  - Height<sup>2</sup> – the lowest point of the hazard
  - Length
  - Full Address Location
2. Hazards will be removed from the full length of the panel (full edge-to-edge repair);
3. Sidewalks will be repaired at a slope of 1:8 for up to ½" and 1:12 for ½" to 2.5"
4. Handicap ramps or special areas will be repaired at a slope of 1:12. Debris from repaired areas will be collected and removed
5. A dust abatement system will be used during all repair operations
6. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways
7. A detailed, auditable invoice will be presented for every repair.



## WARRANTY:

Precision Safe Sidewalks, LLC. guarantees its work as follows:

1. All trip and fall hazard repairs will have a zero point of differential in height with the adjacent panel.
2. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
3. The slope of all repairs will be at your specification. For this estimate, we have assumed a repair slope of 1:8 for up to ½" and 1:12 for ½" to 2.5".
4. The repaired surface will exceed OSHA requirements for friction on public walkways.



ESTIMATE & PROPOSAL  
CITY OF HIGH POINT  
PROPOSAL NUMBER PSS CP23-270-02R

Precision Safe Sidewalks, LLC.  
Raleigh NC | Charlotte NC  
Mechanicsville VA | Charleston WV  
Washington DC | Albany NY | Western PA  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

## **SAFETY:**

Precision Safe Sidewalks, LLC. has an impeccable safety record: we use OSHA-approved equipment, certify all employees who work directly in trip and fall hazard repair, and utilize 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 and universities, 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 for them.

## **INSURANCE and INCORPORATION:**

Precision Safe Sidewalks, LLC, is a corporation registered in the state of South Carolina with Certificates of Authority to operate in North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia. We serve the entire states of North Carolina, Virginia, West Virginia, and the District of Columbia. Proof of liability, workers compensation, and auto insurance will be provided as requested.

## **SOLE SOURCE:**

Due to the nature of our business, and in lieu of the competitive bidding process, frequently we have been asked to provide documentation that our technology relies upon patents that have been issued by the U.S. Patent and Trademark office. These patents enable us to provide the best available trip-and-fall hazard removal service to our clients.

Within the states of North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia, Precision Safe Sidewalks, LLC, is the sole company authorized to use the patented equipment and method for removing sidewalk trip-and-fall hazards as described in the following patent numbers:

U.S. Pat. No. 6,827,074  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 7,143,760  
U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,201,644  
U.S. Pat. No. 7,402,095  
U.S. Pat. No. 9,759,559

Generally, these patents apply to the cutting equipment, cutting method, and dust abatement system used by Precision Safe Sidewalks, LLC. A sole source letter is available upon request.

## US GREEN BUILDING COUNCIL MEMBER

As a member of the Green Building Council, we track savings from the use of our service, which is a green building practice. For this project, we estimate savings will include:



The U.S. Green Building Council (USGBC) is a 501(c)(3) nonprofit membership organization with a vision of a sustainable built environment within a generation. Its membership includes corporations, builders, universities, government agencies, and other nonprofit organizations. USGBC is dedicated to expanding green building practices and education and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

## GREEN PARAMETERS:

### **Estimated Natural Resources Saved:**

- between 848 and 899 tons of waste concrete from removal and landfills (12,845 cubic feet of concrete at an average weight of 132 to 140 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

### **Estimated Fossil Fuels Saved: 1,361 gallons**

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 848 to 899 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

### **Estimated Greenhouse Gas Emissions Avoided: 126.5 Metric Tons CO<sub>2</sub>**

Our clients often wonder what reducing carbon dioxide (CO<sub>2</sub>) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help us understand just that. For this project, an estimated 126.5 *Metric Tons of CO<sub>2</sub> – Carbon Dioxide or CO<sub>2</sub> equivalent gases will not be produced*: This is the result of repairing the trip-and-fall hazards on sidewalks versus demolishing the sidewalk panels and sending them to the landfill.



## PICTURES & SPECIAL CASES:

Pictures of VHD (1" to 2.5") and VHD (½" to 1") hazard examples and Special Cases in the project area are included in Exhibit A.

Some sidewalk panels were cracked but serviceable – if the hazard around the crack was repaired; if a panel had 2 or more cracks, no repair work was estimated. Generally, if a panel had one or two cracks and was serviceable, repairs were estimated and included in the totals above. These numbers are small and not significant.

There are approximately 8,891 square feet of sidewalk that will require D&R, which we do not provide. Information about these hazards PSS cannot repair is shown in Exhibit C.

There are also curb trip-and-fall hazards created by sunken sidewalk panels at points of egress. Precision Safe Sidewalks, LLC, can repair these curbs using its precision concrete cutting process. Completed curb repairs will be finished with a beveled edge similar to examples included in Exhibit B.

## UNREPAIRABLE HAZARDS:

A small percentage of trip-and-fall hazards cannot be repaired using our process. If requested in advance, PSS can provide information to the customer about where those hazards are located.

## CONFIDENTIALITY:

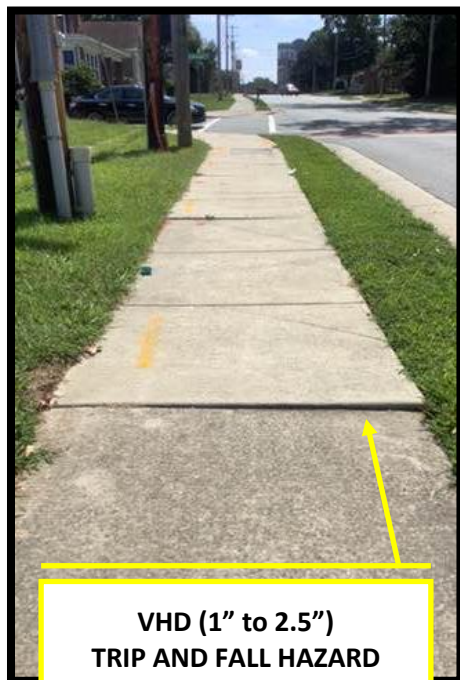
This copyrighted material is presented by Precision Safe Sidewalks, LLC. to the City of High Point for the purpose of evaluating an offer to provide trip-and-fall hazard removal services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

## PROJECT INITIATION:

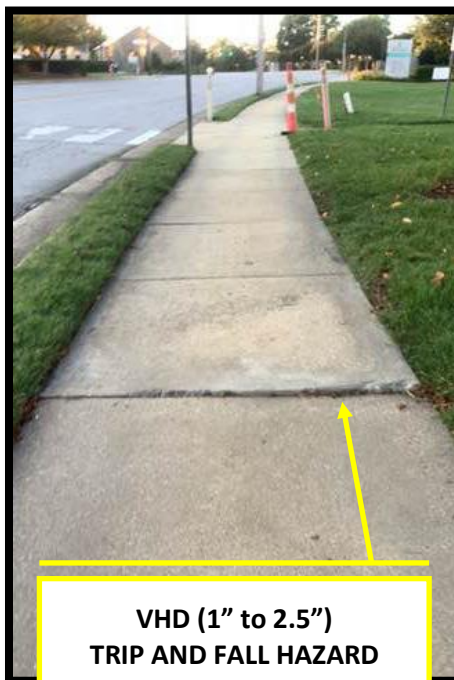
When advised of acceptance of this proposal, Precision Safe Sidewalks will assign an Operations Manager for the project who will conduct a kick-off meeting with the project manager assigned by the City of High Point. During this meeting, we will discuss:

- Project Strategy and starting location
- Project Schedule and workdays
- Special scheduling requests
- Reporting on progress
- General specifications for repairs
- Contact information
- Additional City of High Point requirements

## EXHIBIT A: Sample Hazards



**VHD (1" to 2.5")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



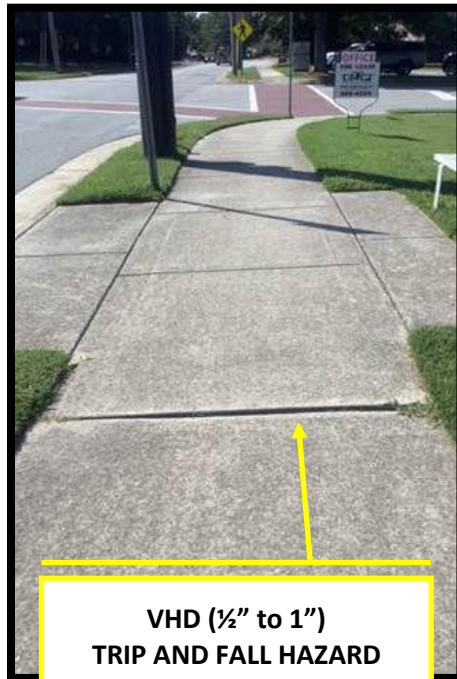
**VHD (1" to 2.5")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



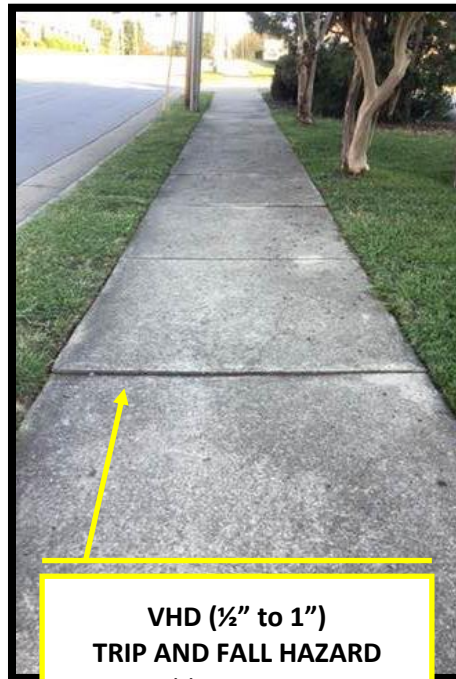
**VHD (1" to 2.5")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**VHD (1" to 2.5")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**VHD (½" to 1")**  
**TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**VHD (½" to 1")**  
**TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



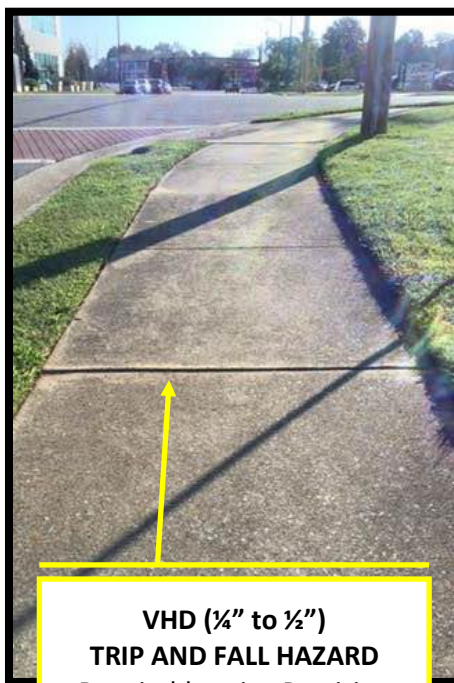
**VHD (½" to 1")**  
**TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



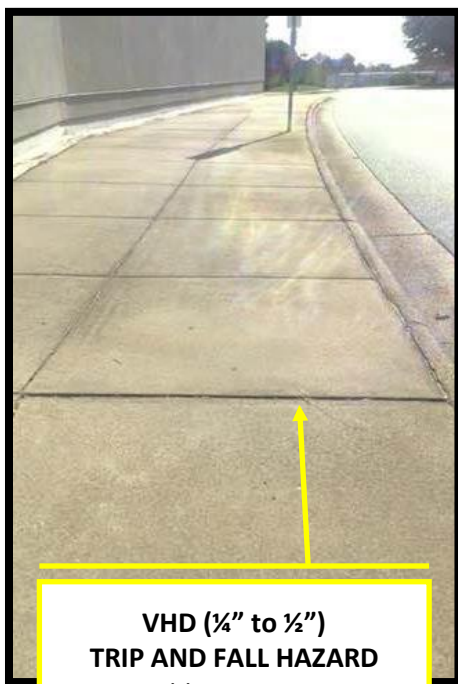
**VHD (½" to 1")**  
**TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



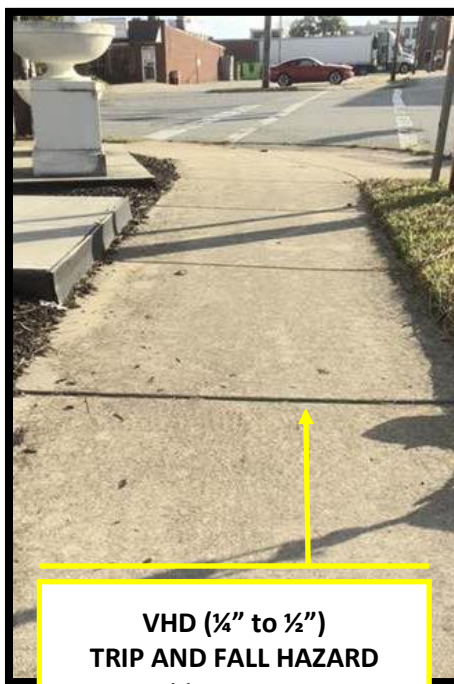
**VHD (¼" to ½")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**VHD (¼" to ½")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



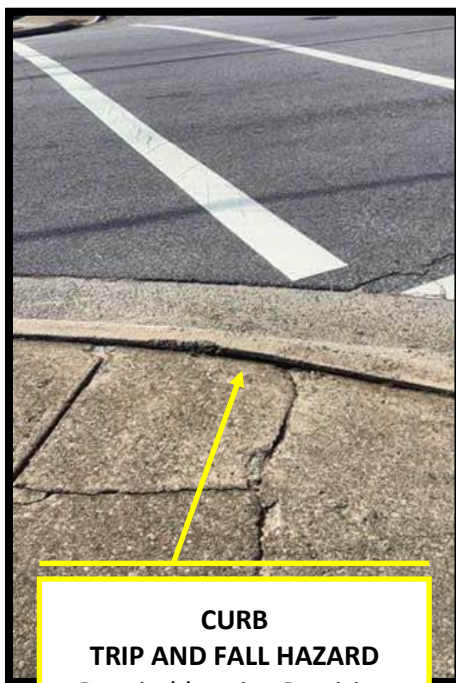
**VHD (¼" to ½")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



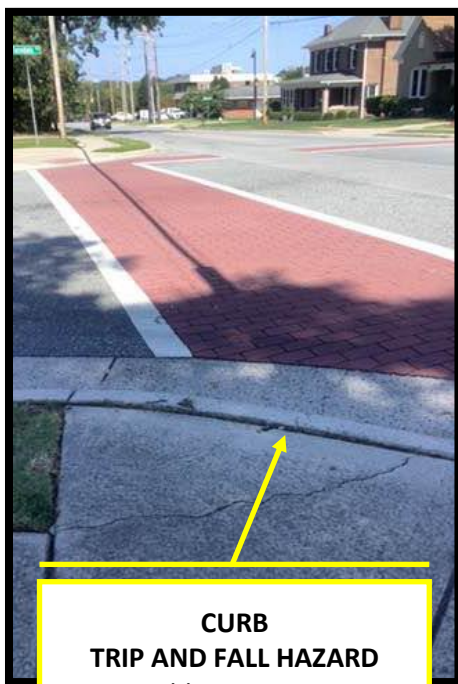
**VHD (¼" to ½")  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**CURB  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**CURB  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



**CURB  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process



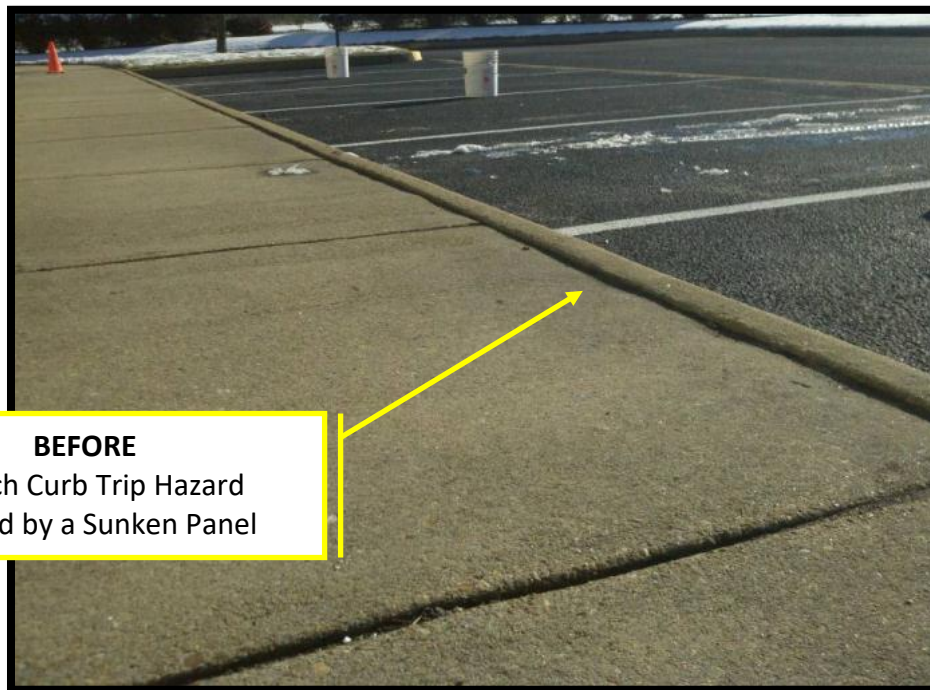
**CURB  
TRIP AND FALL HAZARD**  
Repairable using Precision  
Concrete Cutting Process

## EXHIBIT B

### Sidewalk Trip-and-Fall Hazard Repair Example



## Curb Repair Examples



### BEFORE

1+ Inch Curb Trip Hazard  
Created by a Sunken Panel



### AFTER

Curb Trip Hazard Removed  
Now Level with Sidewalk Panel

**AFTER**  
Curb Trip Hazard Removed  
Curbs Level with Sidewalk Panel



**AFTER**  
Curb Trip Hazard Removed  
Beveled Edge Restored



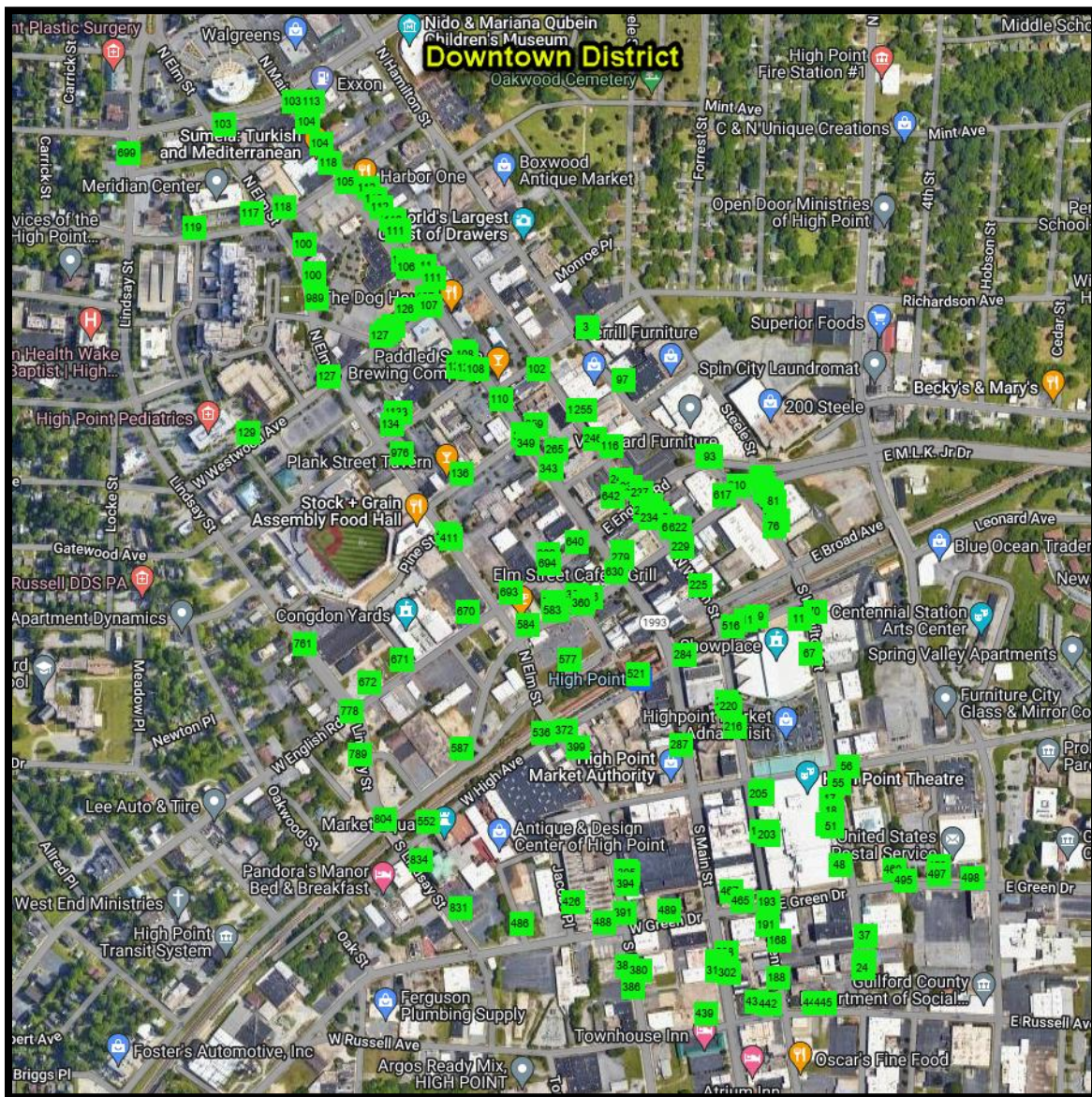
## EXHIBIT C

### Unrepairable Hazards

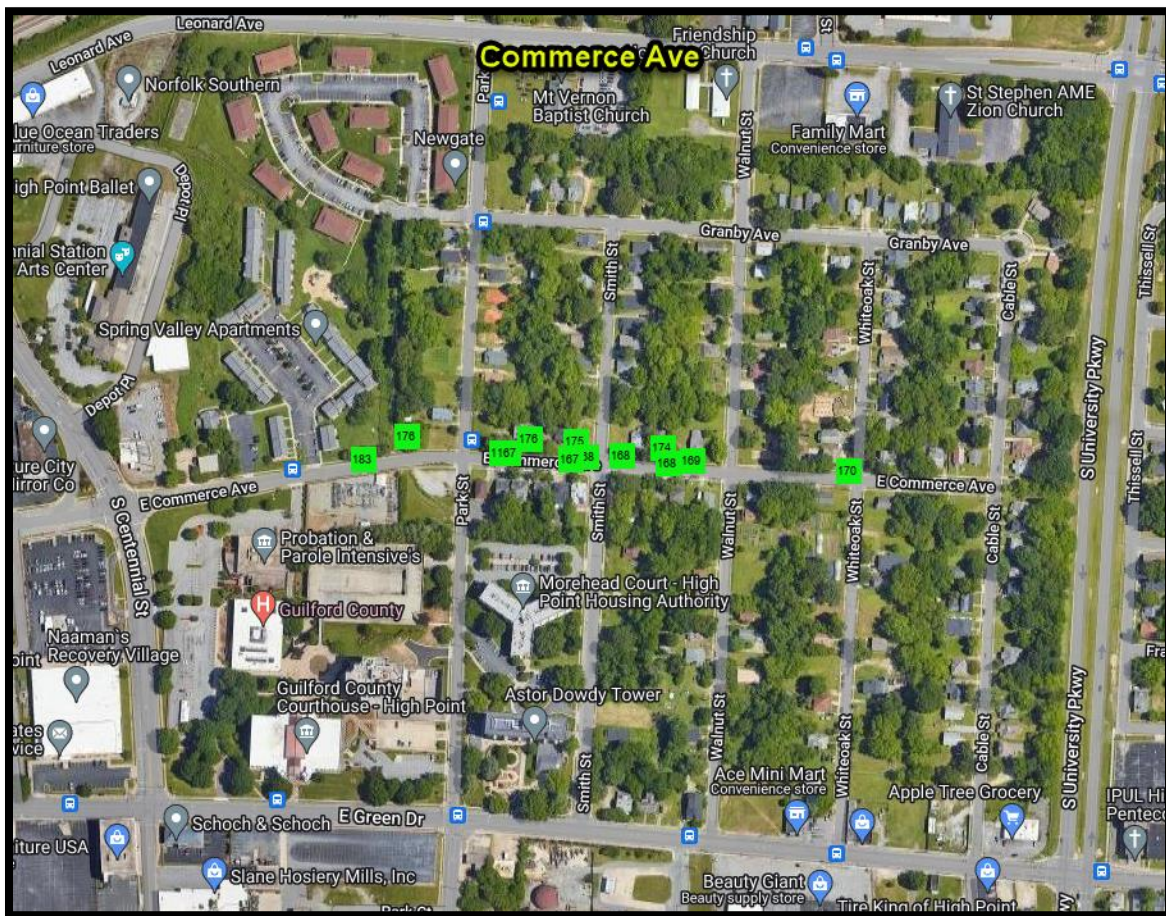
(These areas require demolition & replacement, which PSS does not provide.)

TABLE 4: DEMOLISH & REPLACEMENT PANELS (D&R)	
Location	Square Feet
HAMILTON ST	1,089
WREN ST	1,303
N MAIN ST	1,495
HAYDEN PL	126
SOUTH ELM ST	558
JACOBS PL	16
RUSSELL AVE	242
GREEN DR	269
HIGH AVE	226
WEST BROAD AVE	14
MARTIN LUTHER KING JR	690
ENGLISH RD	263
LINDSAY	432
NORTH ELM ST	313
RAY AVE	73
WESTWOOD AVE	210
GLENWOOD AVE	188
CHURCH AVE	35
COMMERCE AVE	1,349
Total	8,891

Precision Safe Sidewalks does not conduct Demolition & Replacement (D&R) operations and this work must be performed by a third party.



### GREEN SQUARE – Demolish & Replace



## DEMOLISH & REPLACE EXAMPLES

Precision Safe Sidewalks does not conduct Demolition & Replacement (D&R) operations; this work must be performed by a third party if the client so chooses. PSS provides this information as a courtesy only.



**BELOW GRADE**  
Demolish & Replacement  
Recommended



**MISSING & CRACKING**  
Demolish & Replacement  
Recommended

## EXHIBIT D

### Slope Specifications from Americans with Disabilities Act

**303.3 Beveled.** Changes in level between  $\frac{1}{4}$  inch (6.4 mm) high minimum and  $\frac{1}{2}$  inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

**Advisory 303.3 Beveled.** A change in level of  $\frac{1}{2}$  inch (13 mm) is permitted to be  $\frac{1}{4}$  inch (6.4 mm) vertical plus  $\frac{1}{4}$  inch (6.4 mm) beveled. However, in no case may the combined change in level exceed  $\frac{1}{2}$  inch (13 mm). Changes in level exceeding  $\frac{1}{2}$  inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

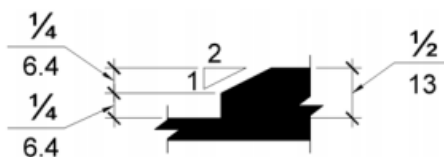


Figure 303.3  
Beveled Change in Level

**303.4 Ramps.** Changes in level greater than  $\frac{1}{2}$  inch (13 mm) high shall be *ramped*, and shall comply with 405 or 406.

#### 405 Ramps

**405.1 General.** *Ramps* on *accessible* routes shall comply with 405.

**EXCEPTION:** In *assembly areas*, aisle *ramps* adjacent to seating and not serving *elements* required to be on an *accessible* route shall not be required to comply with 405.

**405.2 Slope.** *Ramp* runs shall have a *running slope* not steeper than 1:12.

**EXCEPTION:** In existing *sites*, *buildings*, and *facilities*, *ramps* shall be permitted to have *running slopes* steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to *space* limitations.

TECHNICAL

CHAPTER 4: ACCESSIBLE ROUTES

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope <sup>1</sup>	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

**Advisory 405.2 Slope.** To accommodate the widest range of users, provide ramps with the least possible running slope and, wherever possible, accompany ramps with stairs for use by those individuals for whom distance presents a greater barrier than steps, e.g., people with heart disease or limited stamina.



ESTIMATE & PROPOSAL  
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Mechanicsville VA | Charleston WV  
Washington DC | Albany NY | Western PA  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

## NOTES

1. PSS priced this proposal based on the customer's approved repair specifications. The ADA's guidance on sidewalk repair is provided in Exhibit D for the customer's review (see sections 303 and 405). Approval of this project by any method is approval of the specifications/slopes priced in the proposal.
2. PSS repairs only those uneven sidewalk panels specifically approved by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. Once on site, PSS may not complete an approved repair(s) in some cases because: (a) a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or (b) in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy.
3. After the project is completed, new trip-and-fall hazards may occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSS' control. Upon completion of the project, PSS is not liable for any related claims, losses, or damages. PSS is not responsible for cracks or defects in poured concrete that may exist due to materials or methods used by original installer.
4. While we endeavor to perform our services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of hazards on each job and therefore cannot make any guarantees or warranties regarding the completeness of hazard removal. Should you identify any hazards that were missed, whether within the specified scope of this project or not, please contact us and we will work with you to address them.
5. PSS is an equal opportunity employer. PSS does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, vendors, and clients. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran's status.
6. PSS is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. PSS will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be retaliated against for making such a complaint. Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment that is hostile, intimidating, or humiliating for the recipient. Sexual harassment may involve one or more incidents, and actions constituting harassment may be physical, verbal, or non-verbal.
7. In accepting any portion of this proposal, if you certify that a job or project is not subject to prevailing wage, and it is later determined to be a prevailing wage job, there will be a 30% upcharge or the calculated additional cost of the wages, whichever is greater.



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8. Although drawn by PSS, this Agreement shall – in the event of any dispute over its meaning or application – be interpreted fairly and reasonably and neither more strongly for nor against either Party.

9. The undersigned (the “Customer”) hereby engages Precision Safe Sidewalks (“PSS”) and agrees to the terms and conditions set forth below. PSS removes only those trip-and-fall hazards specifically requested by customers. PSS makes no guarantee or representation that the property is free of trip-and-fall hazards after the contract is completed. In addition, PSS only performs certain trip-and-fall hazard repairs. Among other things, PSS does not remove and replace sidewalk. Furthermore, to preserve clients’ budgets, PSS typically does not perform any repair at or around any sidewalk slab that requires demolition and replacement (D&R). Also, it is recognized that after completion of the contract, trip-and-fall hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PSS is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages, or liabilities pertaining thereto. It is the customer’s responsibility to provide proper access to the project area, and PSS assumes no liability for trip-and-fall hazards that cannot be identified or repaired due to parked vehicles or other obstacle preventing safe and practical access.

10. Pricing is valid for 90-days and is based on the volume of work represented in the proposal. If the PSS sidewalk project assessment is more than 12 months old at the time of signature of the contract, there will be a 10% price increase allowance to provide for possible increases in trip-and-fall hazard measurements.

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

12. Hazard Remedy Disclaimer. Pursuant to this agreement, PSS is utilizing commercially reasonable efforts to locate and remedy hazards within the scope of its engagement. PSS’s engagement, however, is not and shall not be interpreted as a warranty or guarantee that all hazards and potential hazards have been identified and remedied. Hazards can be difficult to locate and may be hidden in various ways; while PSS will attempt to locate all reasonably identifiable hazards, PSS cannot guarantee that it will locate all hazards. In addition, worksites can change on a daily basis (or more frequently), and PSS is not responsible for ongoing changes to worksites after it identifies and remedies hazards. By signing this agreement, Customer agrees and acknowledges that PSS cannot and does not claim to identify and remove all hazards from the worksite, and that Customer, and not PSS, holds responsibility for hazards on its property.



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## ACCEPTANCE OF PROPOSAL

FAX TO: (800) 734-8891

Or EMAIL TO: [c.penland@precisionsafesidewalks.com](mailto:c.penland@precisionsafesidewalks.com)

SCOPE of PROJECT:

Repair of trip and fall hazards in areas identified in PROPOSAL  
NUMBER: PSS CP23-270-02R

OPTION/COST:

P. O. NUMBER:

APPROVED BY:

Name:

Signature:

Title:

Phone:

Date:

Email:

NOTES:

Upon receipt of this signed acceptance, Precision Safe Sidewalks, LLC. will schedule the requested repairs. Every effort will be made to accommodate the Requested Start Date. Approved projects are subject to progress billing.