

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9143

DATE 9-29-21

TITLE

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIVE YEAR SERVICE AGREEMENT BETWEEN STRUCTURECARE AND RIVER VALLEY TRANSIT

BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport, that the General Manager for River Valley Transit is authorized to execute a five year Service Agreement between StructureCare and River Valley Transit for the predictive maintenance of the Church Street Parking Garage.

ATTEST:

By: James M. Frank
City Clerk

CITY OF WILLIAMSPORT

By: Dave Slaughter
Mayor

By: Margaret H. Shadring
City Controller

Approved

James M. Frank
City Clerk

Randy Allen
President



Accepted by:

Accepted by:

River Valley Transit

HIGH CONCRETE GROUP LLC D/B/A
STRUCTURECARE

By: _____

By: _____

(Authorized Signature)

(Authorized Signature)

(Print Name/Title/Date)

(Print Name/Title/Date)

Dink Almyer
Mayor

Margaret J. Goodring
Controller

James M. Brad
City Clerk



SERVICE PROPOSAL
Annual Program

To: Todd Wright
Contract Services Manager
River Valley Transit

Date: April 15, 2021

We are pleased to provide this five (5) year Service Agreement Proposal for the following parking structure:

-Church Street PG

Summary of Services

Predictive maintenance is the key to controlling costs. Anticipating the future impact of current conditions allows us to effectively implement targeted solutions designed to maximize service life and lower operating costs. Using this strategy in connection with annual inspections helps us predict, control and plan the timing of larger, more comprehensive restoration. The following proposal is designed to take full advantage of this proven predictive approach.

We have taken into consideration the age, condition and usage of the garage. These factors influence the schedule of StructureCare services that focus on early detection, a predictive response to maintenance and repair, education of facility staff, and accurate forecasting of restorative repairs.

StructureCare implements a single point of accountability model that delivers a cost-effective and streamlined solution. We insure full accountability for all engineering and field services.



Inspection Services

Condition Assessment – A detailed assessment of field conditions will be completed twice during the five (5) year term by our Field Engineer, a specialist in parking structure design, construction, maintenance and restoration. A comprehensive report of findings, analysis and prioritized recommendations will be prepared following the field investigation. Two printed, bound copies of the report will be provided in addition to electronic files. An on-site conference will be conducted by the StructureCare Client Services Manager to review the details of the report. The report will include the following.

- Historical Data
- Field Observations
- Root Cause Analysis of Conditions
- Prioritized Recommendations
- Diagnostic Test Results and Interpretation
- Probable Capital and Operational Cost Projections

The Condition Assessment includes the following elements of visual and diagnostic inspection.

- Floor Members – An inspection of all concrete floor members within the garage for spalling, cracking, and scaling, including acoustic sounding of approximately 10% of the floor area and other suspected areas for delaminations
- Overlays and Material Interfaces – An inspection of field poured overlays and material interfaces for displacement and deterioration
- Vertical Members – Includes walls, columns, spandrels, special frames and beams.
- Welded Connections – A visual inspection and sounding of selected, accessible welds and embedments
- Slip or Slotted Connections – Connections are inspected for proper tolerances and operation.
- Bearing Pads – A visual inspection of representative bearing pads for signs of distress or movement
- Exposed Steel – Structural steel elements are inspected for signs of fatigue, corrosion and damage.
- Deck Coatings and Membranes – These areas are inspected for abrasion wear, tears, and other deterioration.
- Joint Sealants and Expansion Joints – Systems are inspected for wear, ultraviolet light deterioration, winter maintenance damage, and service life failures.
- Miscellaneous Handrails and Fences – These elements are inspected for proper attachment, corrosion, and damage.
- Leak Survey – If possible, inspections will be scheduled during rain events in order to perform a joint leak survey primarily below the roof level to identify sealant failures and to assist in providing a proactive repair or replacement strategy.



Concrete Diagnostic Testing – An allowance has been included to perform localized concrete sampling and testing to determine the presence and concentration of chloride ions in the concrete surfaces. This data will supplement the visual inspection and assist in developing repair and preventive recommendations. This testing includes sampling, analysis and reporting. Any voids created during the sampling process will be repaired. Additional testing may be recommended depending on field conditions. If required, this will be performed at an additional cost.

Condition Reviews - Similar to the condition assessment, a condition review is a visual inspection, however, the observations are limited and more general in nature. The review includes inspection of representative elements of the structure, exposed connections, cast-in-place interfaces, waterproofing systems and bearing conditions. The review monitors previously documented conditions and is intended to provide sufficient notification of changed conditions in the event repairs and/or changes in maintenance become advisable.

Annual Service and Condition Overview – This annual deliverable is composed of two parts and typically provided during the last quarter of the calendar year.

1. Condition Validation – This second annual report utilizes the spring inspection results as a baseline to inform the current state of your garage(s). A visual inspection is performed and focuses on any changes to existing conditions, priorities, and/or costs outlined in the spring report, the status of repairs completed over the spring and summer months, as well as any newly developed conditions. The results of this inspection are summarized in a field report which includes an updated budget for costs of repairs, service life replacements, and interim maintenance recommended during the upcoming calendar year.
2. Summary of Services – This outlines all services provided over the life of the service relationship including quantity of site visits, dates of inspections, dates of training events, and detail of all technical/emergency support. Also included is an itemized list of how your repair allowance was utilized (*if applicable*), and any additional repairs that were performed.

A meeting will be scheduled with your Client Service Manager to review both the Condition Validation and the Summary of Services.



Repair Allowance

Predictive Repair Allowance- A predictive repair allowance of \$6,900 has been included each year to address small, developing conditions at an early stage to help minimize the need for major repairs and/or restoration.. This allowance is intended to control the rate of progressive deterioration and costs associated with future repairs and to extend the service life of various elements of the structure. It is not a restorative value. These funds may be used to address the following types of conditions:

- Minor Concrete Spalls
- Cracks
- Joint Sealant Repairs
- Hazard Mitigation

Prior to utilization of the predictive repair allowance recommendations for use will be reviewed with the facility owner/manager. The allowance is considered a minimum requirement for annual proactive preventive and predictive maintenance. Ideally, it should be utilized for this purpose. However, it may be used to offset larger repairs and restoration, if desired.

Technical Support

Emergency Consultation – On-call service during the contract term for structural emergencies is available. Non-emergency consultation is available during standard business hours. Technical telephone support response time will be provided within three (3) hours of contact. On site representation, if determined to be necessary through telephone consultation, will be provided within 24 to 72 hours depending on level of urgency.

Information and Support – Periodic technical support relating to maintenance, repairs and new construction will be provided. In addition, we can provide in-service presentations and seminars for your staff and vendors, some qualifying for continuing education credit.



Training

Facility Management – Although our StructureCare team will visit the structure several times during each year of the term, ideally, informal monitoring and visual inspection by your facility staff should occur monthly. We can assist your team by training them to provide this additional level of scrutiny, in addition to instructing them on photo documentation and how to locate observations on a garage schematic. As part of this training, vendors and staff performing periodic maintenance on the garage can be trained to mitigate potential damage to the structure.

Annual Review of Snow Removal & Ice Management – We can assist you in developing a winter maintenance plan as well as provide annual training for your winter maintenance staff and subcontractors. This training may include but is not limited to hazard mitigation, de-icing chemical use and snow removal procedures.

SUMMARY AND INTERVAL OF INCLUDED SERVICES

<u>Services</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>Inspection Services</u>					
• Condition Assessment – timing to be confirmed	X			X	
• Condition Reviews		X	X		X
• Condition Overview	X	X	X	X	X
<u>Concrete Diagnostic Testing</u>	X			X	
<u>Training</u>	X	X	X	X	X
<u>Technical Support</u>	X	X	X	X	X



**Legible floor plans for each garage are required for our field surveys. If StructureCare needs to render drawings for your garage(s), there will be an additional one time charge of \$1,400.00/garage that does not have suitable drawings.*

PROGRAM COST SUMMARY

Year 1 Year 2 Year 3 Year 4 Year 5

Church Street PG

Service	\$10,900	\$10,900	\$10,900	\$10,900	\$10,900
Predictive Repair Allowance	\$6,900	\$6,900	\$6,900	\$6,900	\$6,900
Total	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800



Proposal Qualifications and Assumptions

1. This proposal is based on a five (5) year contract term. The annual pricing includes a multi-year discount and is a fixed value for the term of the contract. Pricing assumes work will begin in 2019.
2. This proposal is valid for acceptance within 60 days of receipt. After 60 days, StructureCare has the right to re-evaluate the pricing.
3. Pricing assumes the use of nonunion labor for all field work.
4. This proposal is based on being able to operate during the week, daytime hours Monday-Friday 7a.m.-5p.m, with some flexibility of schedule to accommodate the normal use of the structure.
5. It is assumed that 36 hours advanced notice will be sufficient for your staff to implement parking and pedestrian restrictions, if required.
6. This proposal is based on mutually acceptable contract and insurance terms. Annual payment is divided into two installment sums:
 - 50% down prior to contract start date,
 - 50% due at sixth month of service of each contract year.
7. Vehicle site access required for inspections and wash downs.
8. StructureCare will provide logistic planning, necessary cones, safety fencing, and/or barricades to protect active work areas. We will also take care of limited, short duration flagging as needed.
9. Customer hereby authorizes StructureCare to utilize the name, logo (whether trademarked or otherwise), photos and other applicable media of Customer (the "Customer Media") in sales presentations and marketing materials. StructureCare shall have no obligation to so utilize Customer Media.



Proposal Exclusions

1. The cost of parking for service and inspection personnel is by others.
2. The cost of tax and permits, if required.
3. Full time traffic control of flagging personnel including pre-construction and/or pre-phase traffic and parking management to reduce parking required to advance the work and clear active parking areas.
4. Mitigation of hazardous materials.
5. If chloride wash-down is included, containment and collection of wash water is excluded.

Thank you for the opportunity to quote our services. If this Proposal is acceptable, please sign, date and return to the StructureCare Contact. Additionally, for more information concerning these services please do not hesitate to contact the undersigned at (610) 401-4314, or by email at tmmoyer@structurecareus.com.

Sincerely,
Tom Moyer
Tom Moyer
Business Development Representative
StructureCare
High Concrete Group LLC d/b/a StructureCare
1850 William Penn Way
Suite 101
Lancaster, PA 17601



General Terms and Conditions

Customer agrees to accept and StructureCare agrees to provide the Services for the prices listed on the StructureCare Proposal in accordance with the general terms and conditions contained herein.

1. DEFINITIONS

- a. "Agreement" – The General Terms and Conditions set forth herein, and all applicable Proposals, Schedule(s) of Work and Pricing Addenda.
- b. "Effective Date" – The earlier of (i) the date upon which service commences or (ii) the date the Agreement is fully executed by both parties.
- c. "Structure" – shall mean the parking garage(s) listed herein which are to be maintained by StructureCare pursuant to the terms of this Agreement.
- d. "Services" – shall mean the Services set forth herein.

2. INVOICING, PAYMENT, PRICE CHANGES, AND TAXES

Payments shall be made in full within thirty (30) days following the date of invoice. If Customer defaults in the payment of any invoice, in addition to StructureCare's other remedies, StructureCare may modify the above payment terms upon notice to Customer. Additionally, all invoices shall accrue late fees equivalent to one percent (1%) per month if payment is not received by the required date calculated from the day following the due date to the date StructureCare receives readily available funds, including post-judgment periods. In the event StructureCare is required to bring an action to recover amounts owing to it, StructureCare shall be entitled to recover its costs, plus reasonable attorney's fees. Customer agrees to pay amounts equal to any applicable taxes, including, but not limited to, sales and use taxes, resulting from any transaction under his Agreement Structure.

3. NON-SOLICITATION OF PERSONNEL

Customer will not employ or otherwise contract for the same or similar services of any current employee, subcontractor or agent (hereafter collectively referred to for this provision as "Personnel") of StructureCare, performing duties in support of this Agreement, Personnel hired by StructureCare, performing duties in support of this Agreement, during the term hereof until one year after the earlier of: (a) the termination of such Personnel's engagement; and (b) the termination of this Agreement. No offer or other form of solicitation of employment will be made at any time when the employee of such Personnel is prohibited by this Agreement. Inasmuch as it is impossible to fix the damages for breach of this non-solicitation provision, it is understood and agreed that upon breach, Customer will pay to StructureCare, as liquidated damages, an amount equal to fifty percent (50%) of the affected Personnel's base annual compensation for each such employment solicitation made in breach of provision. Both parties agree that this amount represents reasonable compensation to StructureCare for its cost of recruiting and training its Personnel, and does not constitute a penalty. Such amount will be due and payable by Customer within ten (10) days of written demand from StructureCare. In addition to the above liquidated damages, StructureCare may seek equitable relief from Customer.



4. INDEMNIFICATION

StructureCare shall indemnify and hold Customer harmless from third-party claims for losses, damages, and liabilities for injury to or death of any person and for damages to or destruction of real or tangible personal property, resulting from negligent acts or omissions of StructureCare or its employees in connection with the performance of the Services provided. Customer shall notify StructureCare as soon as practicable of any such claim. StructureCare will control the defense of such claims and Customer agrees to cooperate fully in such defense. However, this indemnity does not include and Customer shall remain liable for injury or death of any person or property damage resulting from existing structure conditions or the failure by Customer to enact repairs and a maintenance program with Customer indemnifying and holding harmless StructureCare therefrom including attorney's fees. During the initial twelve (12) months of this Agreement, StructureCare's liability hereunder for all other actual loss or damage, including but not limited to breach of contract claims, is limited to, in the aggregate, the amount paid by Customer to StructureCare during the twelve (12) month period, less any claims previously paid. Thereafter, StructureCare's liability hereunder for all other actual loss or damage, including, but not limited to, breach of contract claims, is limited to, in the aggregate, the amount paid by Customer to StructureCare during the prior twelve (12) month period, less any claims previously paid. In all cases, any claim must be brought within twelve (12) months after the occurrence of the alleged act or omission.

5. WARRANTY & LIMITATIONS

StructureCare warrants against defects in workmanship for one (1) year provided notice of such defect is given within one (1) year after completion of the repair. StructureCare's obligations and liabilities under this warranty are limited to the repair or replacement of defective parts or repairs supplied and installed by StructureCare, with StructureCare to determine in its sole discretion whether a part or repair is defective and whether repair or replacement is appropriate. Further deterioration of the structure is not guaranteed, however, such deterioration may be reduced by implementing StructureCare's suggested maintenance plan and services. Latent deficiencies or issues not discoverable through the StructureCare assessment are not included as more intrusive assessments and testing may be required. Repairs by others to the structure are not permitted without Seller's prior written authorization and void this warranty. STRUCTURECARE'S OBLIGATIONS UNDER THIS AGREEMENT OTHERWISE ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, STRUCTURECARE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED.

6. CUSTOMER'S RESPONSIBILITIES

Customer shall provide, free of charge and with ready access, storage space for materials, working space, electric and clean water. Customer shall not authorize or cause maintenance or repairs to be made or attempted to the Structure(s) during the Term of this Agreement, except as specified and approved in advance by StructureCare.



7. TERM AND TERMINATION

The Agreement will commence on the Effective Date and shall remain in effect for the five (5) Year Service Term unless terminated as set forth herein. If Customer fails to make payment to StructureCare pursuant to this Agreement when such payment is due, and does not fully cure such failure within ten (10) days after receipt of written notice thereof from StructureCare, StructureCare may, in addition to any other rights it may have under this Agreement, terminate this Agreement. Customer shall be immediately liable to StructureCare for payment of the Annual Baseline-Services Fixed Costs remaining for the unused five (5) Year Service Term. If either party fails to perform any of its material obligations hereunder, other than failure to make payments to StructureCare, and does not fully cure such failure within thirty (30) days after receipt of written notice from the non-defaulting party, the non-defaulting party may, in addition to any other rights it may have under this Agreement, terminate this Agreement. In the event Customer is the defaulting party, Customer shall be immediately liable to StructureCare for payment of the Annual Baseline-Services Fixed Costs remaining for the unused five (5) Year Service Term. In the event StructureCare is the defaulting party, a proportionate sum of any pre-paid Annual Baseline-Services Fixed Costs remaining for the then current calendar year, shall be refunded to Customer.

8. CORRESPONDENCE AND COMMUNICATION; LEGAL NOTICE

All routine or operational correspondence or communications between the parties shall be to the respective address, email telephone number shown on the face of this Agreement. Any legal notice hereunder shall be in writing and may be given by delivering (by hand or nationally recognized overnight delivery service), or mailing it registered or certified mail, and such notice shall be sufficiently given if addressed to the Customer Contact set forth on the face of this Agreement, or if addressed to the attention of the StructureCare Contact. Any notice delivered to the addressee shall be deemed received when actually delivered. Any notice sent by registered or certified mail shall be deemed received when signed for by an authorized representative of the addressee.

9. GENERAL

a. Upon written notice, StructureCare may assign this Agreement and its rights hereunder to any parent, subsidiary, or affiliate. In addition, either party may assign this Agreement upon the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Failure of StructureCare to exercise its rights hereunder shall not constitute a waiver thereof.

b. With the exception of payment of funds, neither party will be responsible or liable in any way for its failure to perform or delay in performance of its obligations under this Agreement during any period in which performance is prevented or hindered by conditions reasonably beyond its control, including, but not limited to, acts of God, fire, flood, failure of public utilities, war, criminal activity, malicious acts, embargo, strikes, labor disturbances, explosions, riots, and laws, rules, regulations and orders of any governmental authority.



c. Customer hereby authorizes StructureCare to utilize the name, logo (whether trademarked or otherwise), photos and other applicable media of Customer (the "Customer Media") in sales presentations and marketing materials. StructureCare shall have no obligation to so utilize Customer Media.

d. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. With the exception of actions for injunctive relief, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled first by informal mediation conducted by an officer of each party hereto. Mediations without resolution within 30 days of notice from one party to the other, may be pursued via litigation initiated by either party hereto in the courts of Lancaster County, Pennsylvania, or in the United States District Court for the Eastern District of Pennsylvania, and the parties consent to personal jurisdiction and venue of those courts. In all cases, any claim must be brought within twelve (12) months after the occurrence of the alleged act or omission.

e. This Agreement represents the entire agreement between the parties concerning the subject matter herein, and this Agreement supersedes all prior and contemporaneous negotiations, representations and agreements, oral or written, between the parties concerning the subject matter herein. The terms and conditions of this Agreement shall control over and supersede any Customer purchase order or other Customer document. No provision of this Agreement shall be considered modified or amended by either party unless such modification is made in writing and signed by an authorized representative of each party. No e-mail or series of e-mails shall constitute a signed writing for the purpose of amending or otherwise superseding terms of this Agreement.

f. Any provision of this Agreement which is found to be invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without in any manner affecting the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. The parties further acknowledge that this Agreement was a product of arm's length negotiations and that based upon such negotiations, any ambiguous or unclear provision shall not be construed for or against the StructureCare.

g. Each party hereto represents that it has the authority to enter into this Agreement. Customer shall sign below and return this document to StructureCare to signify its acceptance of the foregoing terms and conditions. Upon execution of this Agreement by StructureCare, the parties shall be legally bound and agree to the terms of this Agreement as of the Effective Date.