



ENGINEERING DIVISION
701 Laurel Street / Menlo Park, CA 94025-3483
(650) 330-6740 / Fax (650) 327-5497

REQUEST FOR QUOTATION FOR SIDEWALK TRIP HAZARD REMOVAL MASTER AGREEMENT

INTRODUCTION

The City of Menlo Park is seeking contractors to enter into Master Agreements for sidewalk trip-hazard removal. The Master Agreement will provide the opportunity for the City to enter into individual purchase orders on an “as-needed” basis to address vertical offsets in the City’s sidewalk network.

Based on the qualifications submitted through this Request For Quotations (**RFQ**), the City will select up to three (3) contractors for Master Agreements for periods up to four (4) years.

BACKGROUND

The City of Menlo Park has approximately 100 miles of sidewalk along 95 miles of streets. Throughout this network, the City maintains a significant tree canopy whose root system often causes damage and uplifting, creating tripping hazards throughout the City. On an annual basis, the City engages a contractor to inspect and remove trip hazards in a 20% section of the City. As part of this project, the contractor also identifies areas that cannot be addressed with the specified trip hazard removal method and must be reconstructed. In addition to the annual project described above, the City requires ongoing trip hazard removal on an as-needed basis to address hazards that arise throughout the year.

SCOPE OF SERVICES (WORK)

The scope of work for Trip Hazard Removal shall include the complete removal of vertical offsets in areas identified by City staff, with the following general requirements:

- Removal of vertical offsets greater than ¼” in sidewalks, curbs and gutters.

- Sawcut trip hazards in accordance with the requirements of the Americans with Disabilities Act (ADA).
- Thorough documentation and verification of trip hazard removal, including measurement in Inch-Foot, as described in Attachment A.
- Inspection of 20% of Menlo Park's sidewalk network and remove trip hazards as necessary.
- As needed trip hazard removal services on an on-call basis.
- Identification of sidewalk sections where removal and replacement is required, in lieu of sawcutting.
- Traffic control for both vehicular and pedestrian traffic during work. Traffic control plans must be approved by City Transportation department prior to start of work.
- The services to be performed are described in detail in Attachment A, hereto.

SUBMITTAL REQUIREMENTS

- A. Please submit **Three (3) hard copies** of the quotation documents no later than

Wednesday, May 12, 2010 at 5:00 p.m.

Proposals shall be submitted to:

Matt Oscamou, Senior Civil Engineer
 City of Menlo Park
 701 Laurel Street
 Menlo Park, CA 94025
 Telephone: (650) 330-6740
 Fax (650) 327-5497

**Any submittal arriving after the deadline will not be considered.
 Faxed responses will not be accepted.**

- B. Proposals shall respond to each item outlined below within the specific format described. Please limit response to the information requested.

1. Letter of Interest:

- Must include company name, address, telephone number, and fax number. Letter must be signed by person authorized to bind company by contract.

2. Firm Organization:

- Type of ownership- individual, partnership, or corporation.
- Number of years in business.
- Contractor's license classification, number and status

- Listing of primary tasks and services provided.
- Present size of firm and breakdown by employee category.
- Statement of financial condition/stability.
- Insurance coverage in force (general liability, professional liability, automotive liability, worker's compensation) and limits of same.

3. Project Team:

- Identify key personnel proposed for this program, including Project Manager(s) and work-site supervisor(s).
- Include resumes for key personnel and their experience on comparable projects.

4. Experience:

Provide a listing of representative customers for whom you have completed work (at least three within the Bay Area) including project name, location, brief description, completion date, customer name and contact information, including telephone number.

5. Typical Project Scope and Costs (2009/2010):

List at least five examples of municipal sidewalk trip hazard removal work performed during 2009 and 2010 with the total costs billed to the customer. Provide linkage to customers in Item 4., Experience, above. Costs will be used to determine scale and complexity of work performed, not as a basis of awarding contract.

6. Approach, Schedule and Costs:

On separate sheets, please provide the following:

- Provide a narrative description of the services to be provided, approaches to the work, availability and any types of work that will require subcontractor(s) (label as "Exhibit A: Scope of Work")*.
- Include notification process, anticipated response times and times to complete typical tasks (label as "Exhibit B Schedule for Work")*.
- Include fees, a current fee schedule with hourly rates for each class of employee, equipment rates and subcontractor fees if applicable (label as "Exhibit C Compensation and Payment")*.

*These exhibits will be attached to the City's template *Agreement for Services* to be executed after the award of contract.

7. Certificate of Insurance

Provide certificates of liability insurance verifying the following

- **Minimum Scope of Insurance:**

- Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

- **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

- Commercial General Liability: \$2,000,000 combined single limit, annual aggregate for bodily injury, personal injury and property damage; and with a minimum of \$1,000,000.00 per occurrence.
 - Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- The City shall be listed as additional insured on all policies.
 - Submit proof of liability insurance on forms provided in Attachment B.

8. Item Price Schedule:

Please complete the schedule below and include it with "Exhibit C Compensation and Payment."

TYPICAL ITEM PRICE SCHEDULE

Trip Hazard Removal

Item No.	Typical Task Description	Units	Item Price (In Words)	Item Price (In Figures)
2	Trip Hazard Inspection per Mile of Sidewalk	MILE		
3	Sidewalk Trip Hazard Removal While Performing Inspection Services	IN-FT		
4	Sidewalk Trip Hazard Removal for On-Call Services	IN-FT		
5	Curb Cutting	LF		

(Abbreviations: IN-FT= Inch-Feet, LF= Linear Feet, EA= Each, MILE=Mile of Sidewalk)

SELECTION PROCEDURE

All proposals received by the specified deadline will be reviewed by the City of Menlo Park for content, completeness, qualifications, experience and typical pricing structure. After those companies deemed the most qualified are selected, further evaluation and interviews may be conducted as part of the final selection process. The City of Menlo Park reserves the right to complete the selection process without proceeding to an interview phase, and may choose to select based upon information supplied in the proposal.

The following criteria will be addressed in the evaluation of responses to this RFQ:

1. Responsiveness to the RFQ, breadth and depth of response.
2. Professional reputation of the company and key personnel.
3. Satisfaction of prior and current clients (references).
4. Proven experience related to horizontal saw-cutting technology practices.
5. Evaluation of the Typical Item Price Schedule

For further information, please contact Matt Oscamou at (650) 330-6740.

CONTRACT PROCESS

The City intends to execute a four-year contract with the most qualified contractor(s) with an option to extend on a yearly basis. If awarded, contracts will specify a Not-to-Exceed amount approximately 15% higher than the expected annual total for services to provide for contingencies. The City of Menlo Park reserves the right to accept or reject any or all quotes received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFQ. Proposals and materials submitted will become the property of the City and will not be deemed confidential or proprietary.

Once awarded, the City will request pricing from the selected contractor(s) on an "as-needed" basis for each individual work order, in order to account for site specific conditions. Site specific pricing will be requested from multiple contractors, if more than one is selected for master agreement. Of the pricing received, the City will evaluate each individual work order proposal and select the lowest responsible bid price.

ATTACHMENT A TRIP HAZARD REMOVAL SPECIFICATION

Materials for these services shall conform with the State of California Department of Transportation Standard Specifications, May 2006 Edition, the City of Menlo Park Standard Details for construction in the public right of way and these specifications.

1.0 SIDEWALK TRIP HAZARD REMOVAL

1. Trip hazards will be sawcut in complete accordance with the requirements of the Americans with Disabilities Act. Each offset will be tapered at an accurate 1:12 slope and shall have smooth, uniform appearance and texture. Method of trip hazard removal shall entail **cutting** of the cement only. Grinding or pulverization of the cement is NOT acceptable or allowed.
2. All sawcutting work shall be completed with equipment capable of cutting at any angle and able to remove the concrete completely to all edges of the trip hazard. **ABSOLUTELY NO SCARIFIERS OR SIMILAR LARGE GRINDING MACHINES ARE ACCEPTABLE OR ALLOWED FOR THIS WORK.**
3. All sawcutting shall be taken to the zero point of differential to the adjacent opposing side, and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.
4. Debris and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding rails, sidewalks, driveways, landscaping, and/or other objects in the vicinity of work. At no time shall concrete dust, slurry or debris be allowed to enter the storm drain system (including valley gutters, inlet inlets, manholes and pipes).
5. Contractor shall submit a list of all trip hazards removed, including measurements of height, width, total Inch-Foot and address location, and notes identifying areas of the sidewalk with displacement or damage severe enough to require remove and replace.

1.1 SAWCUTTING

1. Measurements shall be made by the same procedure under Method of Measurement and Payment (below).
2. Saw must have the option of cutting 20 degrees off of vertical.

1.2 CURB CUTTING

1. All handicap curb cuts shall comply with ADA requirements (1/4" vertical changes maximum and 8:1 wings).
2. Measurement shall be made by the linear-feet of curb, which has been cut and removed completely, from the top of the curb. Cuts shall all have a smooth uniform appearance and texture.

1.3 TRIP HAZARD INSPECTION

- 1. The Contractor shall inspect a 20% section of the City, as assigned by the Engineer, for vertical offsets and trip hazards. All locations with trip hazards shall be identified by address and the inch-foot quantity of required sawcutting.
- 2. The Contractor shall report all trip hazards within the assigned 20% inspection section that require removal and replacement. Locations shall be identified by address and reported to the Engineer at the completion of the inspection.

1.4 MOBILIZATION

- 1. Mobilization shall consist of preparatory work and operations including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work; for the preparation and execution of traffic control plans; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

1.5 METHOD OF MEASUREMENT AND PAYMENT

Measurement shall be made by the average depth of the cut on each trip hazard, multiplied by the length along the joint that is trimmed.

Example: If a joint is cut 1” on one side and tapered to 0” on the other, a full 4-foot width of the sidewalk, it shall be calculated as follows:

$$\frac{1''+0''}{2} \times 4' = 2 \text{ inch-feet}$$

Average x width = Total inch-feet

Inch-feet x cost per inch foot = Total price for trip hazard removal

Contract price paid per inch-foot of sidewalk trip hazard removal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including clean-up work, and for doing all work involved in reporting locations of all tripping hazards by address and the inch-foot quantity per location, as described in these specifications and details, and as directed by the Engineer.

Contract price paid per linear foot of curb cutting shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including clean-up work, and for doing all work involved in reporting locations of all curb tripping hazards by address and the linear foot quantity per location, as described in these specifications and details, and as directed by the Engineer.

Contract lump sum price paid for trip hazard inspection for 20% of the City shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in surveying the designated areas and reporting locations of all tripping hazards by address that require removal and replacement, as described in these specifications and details, and as directed by the Engineer.

Contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in surveying the designated areas, reporting locations of all tripping hazards by address that require removal and replacement, and providing traffic control as described in these specifications and details, and as directed by the Engineer.

ATTACHMENT B

City of Menlo Park
 Civic Center A Municipal Corporation
 Menlo Park, CA 94025
 Attention: Lisa Ekers
 Engineering Services Manager

CITY OF MENLO PARK ("the City")

CERTIFICATE OF INSURANCE

This certifies that the following described policies have been issued to the insured named below and are in force at this time.

Insured _____

Address _____

Description of operations/locations/products insured (show Contract name and/or number if any).

POLICIES AND INSURERS	LIMITS		Expiration Date/ Policy Number
	Bodily Injury	Property Damage	
Worker's Compensation Insurer	Employer's Liability \$ 1,000,000 per accident		
Commercial General Liability Insurer	Each Occurrence \$1,000,000 Aggregate \$2,000,000 Combined Single Limit	Each Occurrence \$1,000,000 Aggregate \$2,000,000 Combined Single Limit	
Business Auto Policy Liability Coverage Symbol Insurer	Each Person \$1,000,000 Each Accident \$1,000,000	Each Accident Combined Single Limit \$1,000,000	
Umbrella Liability Insurer	Occurrence/Aggregate \$ Self-Retention \$		
The following coverages or conditions are in effect:			
Yes <input type="checkbox"/>	No <input type="checkbox"/>	The City, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the City or on behalf of the named insured, (b) products and completed operations of the named insured and (c) premises owned, leased or used by the named insured.	

Products and completed operations:		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	The undersigned will mail to the City 30 days written notice of cancellation or reduction of coverage or limits, cross liability clause (or equivalent wording).
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Personal Injury, perils A, B, and C.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Broad form property damage.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	X, C, U hazards included.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Contractual liability coverage applying to this Contract.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Liquor liability.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Coverage afforded the City, its officials, employees and volunteers as an insured applies as primary and not excess or contributing to any insurance issued in the name of the City.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Waiver of subrogation from worker's compensation insurer.

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any Contract or other document with respect to which this certificate or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Agency or Brokerage

Insurance Company

Address

Home Office

Name of Person to be Contacted

Authorized Signature

Telephone

Date

Note: Authorized signature may be the agent's, if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

GENERAL LIABILITY ENDORSEMENT
 CITY OF MENLO PARK ("the City")
 CIVIC CENTER, MENLO PARK, CA 94025
 Attention: Lisa Ekers, Engineering Services Manager

A. POLICY INFORMATION

1. Insurance Company:		Policy Number:
2. Policy Term: From:	To:	Endorsement Effective Date:
3. Named Insured:		
4. Address of Named Insured:		
5. Limit of Liability Any One Occurrence/Aggregate \$1,000,000/\$2,000,000		
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):		
7. "Claims Made" coverage: Retroactive Date:		
Tails:		

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED:** The City, its elected or appointed officials, employees, and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. **CONTRIBUTION NOT REQUIRED:** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE:** The policy: (1) if primary, affords coverage at least as broad as Insurance Services Office form for Broad Form Commercial General Liability Insurance and Insurance Services Office form for Broad Form Commercial General Liability endorsement; or (2) if excess, affords coverage which is at least as broad as the Primary Insurance form referenced in the preceding Section (1).

4. **SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. **CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of _____
Authorized Representative
(original signature on endorsement furnished to the City)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT
 CITY OF MENLO PARK ("the City")
 CIVIC CENTER, MENLO PARK, CA 94025
 Attention: Lisa Ekers, Engineering Services Manager

A. POLICY INFORMATION

1. Insurance Company:		Policy Number:
2. Policy Term: From:	To:	Endorsement Effective Date:
3. Named Insured:		
4. Address of Named Insured:		
5. Limit of Liability Any One Occurrence/Aggregate \$1,000,000.00		
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):		
7. "Claims Made" coverage: Retroactive Date:		
Tails:		

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED:** The City, its elected or appointed officials, employees, and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. **CONTRIBUTION NOT REQUIRED:** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City; its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE:** This policy affords coverage to the Named Insured which is at least as broad as Insurance Services Office form for Automobile Liability, Code 1 ("any auto").

4. **SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. **CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of _____
Authorized Representative
(original signature on endorsement furnished to the City)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

WORKERS COMPENSATION/EMPLOYEES LIABILITY ENDORSEMENT

CITY OF MENLO PARK ("the City")
CIVIC CENTER, MENLO PARK, CA 94025
Attention: Lisa Ekers
Engineering Services Manager

A. POLICY INFORMATION

1. Insurance Company:	Policy Number:
2. Endorsement Effective Date:	
3. Named Insured:	
4. Employer's Liability Limits (coverage B) \$1,000,000.00	

B. POLICY AMENDMENTS:

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **CANCELLATION NOTICE:** The insurance afforded to this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

2. **WAIVER OF SUBROGATION:** The Company agrees to waive all rights of subrogation against the City, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of _____
Authorized representative
(original signature on endorsement furnished to the City)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____