



ADDENDUM No. 1

RFP NUMBER:	LRT-10-142-SPWS		
RFP TITLE:	PASSENGER STATION POWER WASHING SERVICES		
ADDENDUM NO:	1	DATE:	November 16, 2009

CLARIFICATIONS / CORRECTIONS

The following clarifications and/or corrections are hereby made part of and subject to the Request for Proposals:

Item	Section/Article & Paragraph	Page(s)	Clarifications and/or Corrections
REQUEST FOR PROPOSALS			
1	Attachment A Scope of Services 3.3	2 of 3	DELETE: 3.3 — Remove accessible graffiti.
2	Attachment D: Schedule of Insurance/ Commercial General Liability Insurance/ 1.1.4.1	3 of 5	DELETE: The Company shall maintain general liability and, if necessary, excess/umbrella insurance with a limit of liability not less than \$1,000,000 each occurrence. ADD: The Company shall maintain general liability and, if necessary, excess/umbrella insurance with a limit of liability not less than \$5,000,000 each occurrence. NOTE: Change General Liability coverage from \$1,000,000 to \$5,000,000.
3	Attachment D: Schedule of Insurance/ Professional Liability Insurance/ 1.1.7	4 of 5	Delete: the Company shall maintain a professional liability insurance policy, appropriate to the Company's profession, covering errors and omissions arising out of the Company's Professional Services, or services of any person employed by the Company, or any person for whose acts, errors, mistakes or omissions the Company may be legally liable with a limit of liability of not less than \$1,000,000 per claim. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, the Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement. NOTE: There is no Professional Liability coverage required for this project.

NOTE: Omitted text in RFP Addendum documents is denoted by strikethrough. Added text in RFP Addendum documents is denoted by double underline. All changes to text in RFP Addendum denoted by outside border mark at side of changed paragraph.



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LIST OF QUESTIONS AND VMR RESPONSE(S)

The following questions and VMR Responses are hereby made a part of and subject to the Request for Proposals.

Item	Questions / Answers	
1	Q	What is the height limitation for power washing the platform?
	A	Four (4) feet maximum. Artwork exceptions based on frequency.
2	Q	What is the lowest point of energized overhead electrical lines or apparatus?
	A	Eighteen (18) feet.
3	Q	Is the power washing contractor required to remove graffiti? If so, will they use chemicals or high pressure sprayer?
	A	Attachment A: Scope of Services § 3.3 Remove Accessible Graffiti
4	Q	Is spot free water required?
	A	No spot free water to be used on platform.
5	Q	Can a hose line cross the tracks? If so, what is the procedure?
	A	Yes, but track access permit must be submitted and pre-approved, per occurrence. Awarded vendor's operator must attend track safety training.
6	Q	Will the contractor power wash trash cans? If so, will the contractor be required to replace liner?
	A	Contractor will wash trash containers, but must remove and re-install inner liner ring. Liner replacement is not required.
7	Q	Can vehicles park in the alignment? If so, what is the procedure?
	A	No.



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Item	Questions / Answers	
8	Q	Can vehicles stop and park on the roadway next to the alignment? If so what is the procedure?
	A	Yes, but track access permit must be submitted and pre-approved, per occurrence. Awarded vendor's operator must attend track safety training.
9	Q	Do all items power washed need to be wiped down, once cleaned?
	A	No.
10	Q	Will the Agency accept use of chemicals? If so what are the standards?
	A	Yes, biodegradable chemicals may be used. Cleaning chemicals will be used only on pavers. Chemicals must be pre-approved before use. MSDS for each chemical is required.
11	Q	Do platforms need to be barricaded so that the public will not enter during power washing?
	A	Yes.
12	Q	Will the City of Phoenix require the contractor to provide a waste water permit?
	A	Awarded contractor will comply with local, state and federal law.
13	Q	Will the awarded contractor be required to provide a water pollution prevention plan?
	A	Yes.
14	Q	Will the awarded contractor be required to provide a safety plan?
	A	Yes.



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15	Q	What is the current maintenance schedule including day of week and time of day?			
	A	Stations are cleaned (wiped down and trash emptied) twice/day: once between 9:00 am and 5:00 pm, and again between 9:00 pm and 1:00 am.			
16	Q	Agency to provide brand name of graffiti resistant coatings and walking surface sealants?			
	A	See Attachment A.			
17	Q	What are the scheduling requirements for 3 rd and Mill			
	A	10:00 am to 1:00 pm on Sundays only.			
18	Q	What is the frequency schedule for each passenger station?			
	A	All stations every two weeks, per Attachment B: Price Proposal.			
19	Q	How many graffiti calls a month does the Agency receive, directing the contractor to remove identified graffiti?			
	A	No longer applicable. Graffiti removal is not required.			
20	Q	Define level of cleaning acceptance for initial cleaning and scheduled cleaning.			
	A	Pavers: there will be no raised (built-up) areas caused by debris, gum, grease, etc. Existing stains will be cleaned to the highest level without damaging pavers.			
21	Q	What are the report elements and schedule requirements?			
	A	Date/Time	Station	Chemicals used, if any	Notes/observations
Report: every two weeks, delivered electronically.					



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22	Q	Which art pieces will be power washed?
	A	See Attachment A.
23	Q	Of the art pieces that will be power washed, schedule the frequency?
	A	See Attachment A.
24	Q	What is the low heat requirement?
	A	Low heat is defined as: Ambient temperature.
25	Q	Are any art pieces currently under warranty? If so when does warranty period end?
	A	No art pieces are currently under existing warranty.

ATTACHMENTS:

- RFP Attachment A revised page 2 (paragraph 3.3 deleted)
- RFP Attachment D revised page 3 (revision to Paragraph 1.1.4)
- RFP Attachment D revised page 4 (paragraph 1.1.7 deleted)
- Addendum No. 1 Exhibit A – METRO Public Art: Power Washing Schedule

END OF ADDENDUM NO. 1



24th St and Washington
24th St and Jefferson
38th St and Washington
44th St and Washington
Priest and Washington
Center Parkway and Washington

- Third Street and Mill North
- Third Street and Mill South
- Fifth Street and College North
- Fifth Street and College South
- University and Rural North
- University and Rural South

Dorsey and Apache
McClintock and Apache
Smith-Martin and Apache
Price Freeway and Apache
Sycamore and Main

3.2. Power washing area will be delineated by starting of handrail to end of handrail, on top of platform, above guide way tracks, but below overhead high-voltage lines.

~~3.3. Remove accessible graffiti.~~

~~3.4.3.3.~~ High-pressure hot water shall be used to clean concrete deck and pavers. Hot or Cold water pressure cleaning shall be used on shade structures, benches, and trash receptacles. Hot water temperature shall be maintained at 180 degrees F.

~~3.5.3.4.~~ Contractor is responsible for all supplies needed for pressure washing including but not limited to; trucks, chemicals, water supply, tools, etc.

~~3.6.3.5.~~ Contractor is responsible for storage of all power-washing and associated equipment.

~~3.7.3.6.~~ MSDS sheets will be provided to METRO for all chemicals used. All chemicals will be safe and biodegradable per METRO's specifications.

~~3.8.3.7.~~ Hours available for pressure washing: M-F mornings between midnight and 3:30 am, or Saturday and Sunday mornings between 2:00 am and 3:30 am. Additionally, stations need to be pressure-washed during these times based on METRO's schedule, i.e., starting and finishing at strategic locations.



1.1.3.17 Agency reserves the right to amend the requirements herein at any time during the Agreement, subject to at least sixty days written notice, including but not limited to providing any or all of the coverage required in this section, provided that an appropriate adjustment to the payment terms of the Agreement to offset any attributable increases or decreases in the Company's costs.

1.1.3.18 The Company shall require any and all Subcontractors to maintain insurance as appropriate.

1.1.3.19 The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement.

1.1.3.20 Any deductibles or self-insured retentions are not reimbursable costs.

1.1.3.21 The Company warrants that this Section has been thoroughly reviewed by the Company's insurance agent/broker, who has been instructed to procure the required coverage.

1.1.4 Commercial General Liability Insurance

1.1.4.1 The Company shall maintain general liability and, if necessary, excess/umbrella insurance with a limit of liability not less than **\$1,000,000** **\$5,000,000** each occurrence. The insurance shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability, and products and completed operations. The policy shall be endorsed to include the following additional insured language: "Valley Metro Rail, Inc. and its Members, the State of Arizona/Arizona Dept. of Transportation, Regional Public Transportation Authority, and their respective Companies, agents, officers, employees, and directors shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Company."

1.1.4.2 Additionally, the policy(ies) shall include, or be endorsed to include the following provision:

1.1.4.3 "The Indemnified Group shall be an additional insured to the full limits of liability purchased by the Company even if those limits of liability are in excess of those required by this Agreement."

1.1.4.4 Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of at least three (3) years past acceptance, cancellation or termination of the Professional Services.

1.1.5 Automobile Liability Insurance.

1.1.5.1 The Company shall maintain automobile liability and, if necessary, excess/umbrella insurance with a limit of liability of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the Company services.



1.1.6 Workers' Compensation Insurance.

1.1.6.1 The Company shall maintain workers' compensation and employers' liability insurance in accordance with the Federal and State statutes having jurisdiction over the employees where the Professional Services are performed. The limits of liability for employers' liability coverage shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

1.1.6.2 The policy shall contain a waiver of subrogation in favor of the Indemnified Group.






~~1.1.7 Professional Liability.~~


~~1.1.7.1.1.6.3 the Company shall maintain a professional liability insurance policy, appropriate to the Company's profession, covering errors and omissions arising out of the Company's Professional Services, or services of any person employed by the Company, or any person for whose acts, errors, mistakes or omissions the Company may be legally liable with a limit of liability of not less than \$1,000,000 per claim. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, the Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement.~~




1.1.8.1.7 Indemnification.



~~1.1.8.1.7.1~~ To the fullest extent permitted by law, the Company, and its successors and assigns, shall pay, defend, indemnify and hold harmless Valley Metro Rail, Inc., its Members, State of Arizona/Arizona Dept. of Transportation, Regional Public Transportation Authority, Qwest and their respective the Companies, officers, employers and directors. ("Indemnified Group") from and against all allegations, demands, proceeding, suits, actions, claims, damages, losses, expenses, including, but not limited to, reasonable attorney fees, court costs, cost of appellate proceedings and all claim adjusting and handling expenses, but only to the extent related to, arising from or out of any negligent or willful acts, errors, or omissions of the Company or any Sub- the Company relating to services performed under this Agreement, including, but not limited to, services performed or materials supplied by any Sub- the Company or anyone directly or indirectly employed by or contracting with the Company or a Sub- the Company or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Company's and Sub- the Company's employees or Sub- the Companies.




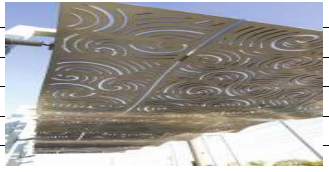
~~1.1.8.2.1.7.2~~ If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement and or described herein, the Company, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the Indemnified Group. The Agency shall cooperate with all reasonable efforts in the handling and defense of such claim. Any settlement of






METRO PUBLIC ART: POWER WASHING SCHEDULE				
				
Station Location 19th/Montebello	Station Location 19th/Camelback	Station Location 7th/Camelback	Station Location Central/Camelback	Station Location Central/Camelback
Art Element Perforated Metal Screens above canopy	Art Element Welded Aluminum Sculpture	Art Element Terrazzo Tile with non-skid coating	Art Element Granite Ring	Art Element Granite troughs
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
yes	yes	yes	yes	yes
Schedule 6, 12, 18, 24 weeks	Schedule 6, 12, 18, 24 weeks	Schedule 4, 8, 12, 16, 18, 22 weeks	Schedule 6, 12, 18, 24 weeks	Schedule 6, 12, 18, 24 weeks
		Specific Instructions - Spray at minimum distance of 12".		Specific Instructions - Do not clean corten steel supports
		Sealant - Epoxy Polyaspartic		




				
Station Location	Station Location	Station Location	Station Location	Station Location
Central/Campbell	Central/Indian School	Central/Indian School	Central/Osborne	Central Thomas
Art Element	Art Element	Art Element	Art Element	Art Element
Geometric Trellis	Terrazzo Tile with non-skid coating	Enamel Tile Panels and arrows	Bronze Foot Prints	Turning Granite Cylindars
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
yes	yes	yes	yes	yes
Schedule	Schedule	Schedule	Schedule	Schedule
6, 12, 18, 24 weeks	4, 8,12, 16, 18, 22 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks
	Specific Instructions - Spray at minimum distance of 12".		Specific Instructions - Spray at minimum distance of 12".	
	Sealant - Epoxy Polyaspartic			






	DO NOT WASH ART ELEMENTS	DO NOT WASH ART ELEMENTS		
Station Location	Station Location	Station Location	Station Location	Station Location
Central/Thomas	Central/Encanto	Central/Mcdowell	Roosevelt	Van Buren
Art Element	Art Element	Art Element	Art Element	Art Element
Granite Benches			Suspended Canopy	Fence Metalwork
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
yes	NO	NO	yes	yes
Schedule			Schedule	Schedule
6, 12, 18, 24 weeks	Do not wash art elements	Do not wash art elements	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks
	LS3			

				
Station Location	Station Location	Station Location	Station Location	Station Location
1st Avenue	1st Avenue	1st Avenue	3rd Street	12th Street
Art Element	Art Element	Art Element	Art Element	Art Element
Terrazzo Tile with non-skid coating	Jefferson Baked Porcelain Panels	Washington Baked Porcelain Panels	Geometric Sculptures w/internal light	Pre-cast Concrete Pavers
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
yes	yes	yes	yes	yes
Schedule	Schedule	Schedule	Schedule	Schedule
4, 8,12, 16, 18, 22 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	Regular station powerwash schedule
Specific Instructions - Spray at minimum distance of 12".				
Sealant - Epoxy Polyaspartic				

				
Station Location	Station Location	Station Location	Station Location	Station Location
12th Street	12th Street	24th Street	38th/Washington	44th/Washington
Art Element	Art Element	Art Element	Art Element	Art Element
Decorative Metal Fence Panels	Blue/White tiles street side only (do not clean hand painted tiles)	Steel and Cast Bronze Green Screens	Wing Formed Metal Poles	Cloud Shaped Metal Canopy
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
yes	yes	yes	yes	yes
Schedule	Schedule	Schedule	Schedule	Schedule
Regular station powerwash schedule	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks
	Specific Instructions - do not wash hand painted tiles			

				
Station Location	Station Location	Station Location	Station Location	Station Location
Priest/Washington	Priest/Washington	Tempe Town Lake Bridge	Tempe Town Lake Bridge	Tempe Town Lake Bridge
Art Element	Art Element	Art Element	Art Element	Art Element
Interior Red Stone Walls with Text Engraving	Engraved Pavings	North Wall-Cast Concrete	South Wall- Brick and Porcelain Baked Steel	Triologue Sculpture
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
yes	yes	yes	yes	yes
Schedule	Schedule	Schedule	Schedule	Schedule
6, 12, 18, 24 weeks	Regular station powerwash schedule	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks
Specific Instructions - Spray at minimum distance of 12".		Specific Instructions - Spray at minimum distance of 12".		

DO NOT WASH ART ELEMENTS	DO NOT WASH ART ELEMENTS			
Station Location	Station Location	Station Location	Station Location	Station Location
3rd Mill	College/Vetrans Way	Rural/University	Rural/University	Apache/Dorsey
Art Element	Art Element	Art Element	Art Element	Art Element
		Granite Sphere	Granite Plinth	Concrete/Glass Chip Pavers
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
NO	NO	yes	yes	yes
		Schedule	Schedule	Schedule
Don not wash art elements	Don not wash art elements	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks
		Specific Instructions - Spray at minimum distance of 12".		Specific Instructions - Spray at minimum distance of 12".
				No Sealant

				
Station Location	Station Location	Station Location	Station Location	Station Location
Apache/Dorsey	Apache/McClintock	Apache/McClintock	Apache/Smith Martin	Apache Price
Art Element	Art Element	Art Element	Art Element	Art Element
Bronze Hands	Concrete/Glass Chip Pavers	Concrete Text Columns	Concrete/Glass Chip Pavers	Concrete/Glass Chip Pavers
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi
yes	yes	yes	yes	yes
Schedule	Schedule	Schedule	Schedule	Schedule
12 weeks and 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks	6, 12, 18, 24 weeks
	Specific Instructions - Spray at minimum distance of 12".	Specific Instructions - Spray at minimum distance of 12".	Specific Instructions - Spray at minimum distance of 12".	Specific Instructions - Spray at minimum distance of 12".
	Sealant - PaverGUARD acrylic sealer by Pavetech	Sealant - Clear anti-graffiti coat from Ecological Coatings 1800 series	Sealant - PaverGUARD acrylic sealer by Pavetech	Sealant - PaverGUARD acrylic sealer by Pavetech

				
Station Location	Station Location			
Main/Sycamore	Main/Sycamore			
Art Element	Art Element			
Bronze/Stainless Lighted Tree Sculpture	Bronze Seed Paver Inserts			
Low Pressure Power Wash 300psi	Low Pressure Power Wash 300psi			
yes	yes			
Schedule	Schedule			
6, 12, 18, 24 weeks	6, 12, 18, 24 weeks			
Specific Instructions	Specific Instructions - Spray at minimum distance of 12".			