



Department of Public Work  
Building and Park Construction

Public Service Building, Building #200

276 Fourth Avenue

Chula Vista, CA 91910

FAX # (619) 691 - 5171

## TELEFAX COVER LETTER

Date: March 19, 2009

8 Pages, including this cover page:

To: ALL PLANHOLDERS

Company: ALL PLANHOLDERS

From: Gordon Day

Phone: (619) 476-5386

Message:

ATTACHED ADDENDUM # 2 FOR THE FOLLOWING PROJECT:

REQUEST FOR PROPOSAL  
FOR DESIGN/BUILD SERVICES  
FOR THE  
CHULA VISTA AUTO PARK SIGN  
IN THE CITY OF CHULA VISTA, CA  
(FILE NO. 0735-10-SW226)

**NEW RFP DUE DATE: APRIL 8, 2009 by 2:00 pm**

Addendum #1 and ADDENDUM # 2 must be acknowledged and submitted as part of your RFP package.

NOTE: A hard copy of this addendum with attachments will be sent via certified mail.

To confirm you have received all attachments, please initial and fax back to (619) 691 - 5171. Thank you.

\_\_\_\_\_  
(Initials)

\_\_\_\_\_  
(Company Name)

**If all pages are not received, please call (619) 476 - 2314**



CITY OF  
CHULA VISTA

DEPARTMENT OF ENGINEERING

File No. 0735-10-SW226  
Thursday, March 19, 2009

**REQUEST FOR PROPOSAL  
FOR DESIGN/BUILD SERVICES  
FOR THE  
CHULA VISTA AUTO PARK SIGN  
IN THE CITY OF CHULA VISTA, CA  
(FILE NO. 0735-10-SW226)**

**THIS ADDENDUM MUST BE SIGNED AND  
SUBMITTED WITH THE RFP**

**ADDENDUM #2**

Old RFP Due Date: March 20, 2009 by 2:00 pm  
**NEW RFP DUE DATE: APRIL 8, 2009 by 2:00 pm**

This addendum is issued before the award of contract to inform the bidders of revisions to the bidding documents. The following changes are hereby made effective as though originally issued with the bid package:

**CHANGES TO SPECIFICATIONS**

Please note the change in the RFP due date and make the necessary changes in the RFP sections:

Page 1, section 2.0 IMPORTANT DATES  
Page 14, section 13.0 RFP REQUIREMENTS  
Page 18, section 15.0 PROPOSAL SCHEDULE  
As well as any other section / pages which states the old due date.

The proposal for the above stated project is:

**RFP DUE DATE: APRIL 8, 2009 by 2:00 pm**

General RFP Requirements, Section 13.3, Page 14, the following information was provided:

**13.3 General RFP Requirements:**

- A. The City desires to receive proposals from only qualified and experienced DBTs who demonstrate significant knowledge of design engineering and construction management, and experience and successful performance on public sector sewer tunneling projects of comparable magnitude involving a GMP incorporating both design and construction.

The following shall now read as follows:

**13.3 General RFP Requirements:**

- A. The City desires to receive proposals from only qualified and experienced DBTs who demonstrate significant knowledge of design engineering and construction management, and experience and successful performance on public / private sector Digital Sign Board projects of comparable magnitude involving a GMP incorporating both design and construction. **This RFP is to acquire a DBT for design and construction of a Digital Sign Board for the Auto Park Business. The DBT is to provide all work, meetings, documents, etc. necessary to make the Digital Sign Board functional to the satisfaction of the City Engineer. This includes but not limited to serving as the City's liaison under directions from the City Engineer for the erection of the Digital Sign Board.**

REQUEST FOR INFORMATION (RFI) RECEIVED

*Q1. This is a Public Works project, yet there is no reference to Prevailing Wage requirements for work taking place on site. Will workers on-site be subject to Prevailing Wages?*

**A1. No. Not all Public Works project require prevailing wages. This is a Minimum Wage project and no prevailing wages are required. The DBT is not obligated to pay Prevailing Wages.**

*Q2. Section M on Page 3 of the RFP obligates the Design Build Team (DBT) to "Review the environmental documents and all technical reports relating to the Project Site". What reports are included in this that may have an impact on the scope of work and the cost of that work? For instance, is there a complete geotechnical report for the Project Site, including core samples of soils at the Project Site? Are there any reports that indicate the presence of contaminated soils on the Project Site?*

**A2. No work has been done to erect the Digital Sign Board. This RFP is to acquire a DBT establish a Digital Sign Board for the Auto Park Business. The DBT is to provide all work necessary to make the Digital Sign Board functional to the satisfaction of the City Engineer. This includes, but is not limited to, all**

**preliminary design documents thru construction daily reports, as well as, closing documentation for the City Council.**

*Q3. Section 5.1.1, Item No. 2 on Page 5 of the RFP says: "Prepare schematic design for the sign, structure and landscaping". What landscaping? Are we expected to hire a landscape architect to design new landscaping and irrigation for the Project Site? Normally as a sign contractor (C-45), we are only responsible for replacing existing plants that are damaged by the footing excavation in the immediate vicinity of the sign. It is not clear what the expectation is here. Right now, the only landscaping in the area around where the base pipe of the sign would be is grass.*

*Section 5.1.1, Item No. 4 on Page 5 of the RFP says: "Verify resources and utilities for the project, including but not limited to water (irrigation), power (separate electric meter), and drainage. Again, any expectation the City has of the DBT for work related to landscaping/ irrigation is unclear.*

*Section 5.1.1, Item No. 12 on Page 5 of the RFP says: "Drawings and specifications should include all elements of the project, including but not limited to: civil, structural, landscape, architectural, mechanical, electrical, and specialty consulting areas." Again, what landscape work is included in this sign project? What is "specialty consulting areas" referring too?*

**A3. The DBT shall make the determination as to what is aesthetically acceptable with the final approval from the City Engineer. The goal of the DBT is to provide all work necessary to make the Digital Sign Board functional to the satisfaction of the City Engineer. This work includes but not limited to replacement of existing landscape similar to surrounding area.**

*Q4. Section 5.1.1, Item No. 13 on Page 5/6 of the RFP says: "The DBT shall develop all appropriate environmental plans, including but not limited to, an air pollution control plan, a noise abatement plan and a hazardous materials management plan." These are not normal requirements for pulling a sign permit and installing a sign. Are these really required, or is this boilerplate language more applicable to a different type of project? Also, if during excavation of the footing, soils contamination is discovered that was not uncovered by any previous geotechnical study (ordered by the City or the DBT), who is responsible for the cost of abatement? Is this cost above and beyond the Guaranteed Maximum Price (GMP)?*

**A4. Any unforeseen condition that may arise from the construction of the Digital Sign Board shall be handled in the Design Build agreement and per accordance to the Standard Specification for Public Works Construction "Greenbook" (2006 Edition) and the Amendments to the 2006 Greenbook. The DBT shall have a role in the Environmental Documents required.**

*Q5. Section 5.1.2, Item No. 6 on Page 8 of the RFP says: "Provide surveying, and other contracted services as required for completing project construction." We know what is normally required for a sign installation, but are there any surveying requirements (such as a professional survey for establishing property lines, grades etc.) that are*

*not itemized as specifically required in the RFP? If so, will the cost of these be in addition to the GMP?*

- A5.** If required, the Construction surveying shall be provided by the DBT. The surveying shall be performed by a registered professional civil engineer registered with the State of California and authorized to practice land surveying or a licensed land surveyor licensed with the State of California. All document filing and recording of surveying shall be the responsibility of the DBT.

If the DBT chooses to use the City's Surveying Crew, the project shall be staked and painted out as requested by the DBT. Staking requests shall be in writing and presented to the City Engineer at least 2 working days in advance.

It is the DBT's responsibility to preserve construction stakes and marks. Any additional staking called for or the City at the DBT's expense shall perform any re-staking.

The DBT shall preserve all existing property corner monuments. Existing monuments outside the actual work area destroyed by the DBT's construction shall be replaced at the DBT's sole expense. All work to restore any monuments destroyed shall be done by the City Surveying Group at the DBT's expense.

- Q6.** *Section 5.1.2, Item No. 9 on Page 8 of the RFP. Is this referring to a progress payment schedule? If not, what then?*

- A6.** **Payment to the DBT shall be for each phase of the Design Build Agreement.**

- Q7.** *Section 5.1.3, Item b on Page 9 of the RFP says: "The DBT shall conduct Operator Training Sessions for personnel." How many sessions? How many personnel? Where are the sessions to take place?*

- A7.** **This training session shall provide knowledge on the operation of the Digital Sign Board to City personnel. One training session is required at the John P. Lippitt Public Works Corporation Center (JPL PWC). Time and session shall be determined at a later time. The DBT shall provide any technical support for City personnel in the operation of the Digital Sign Board during the warranty period.**

- Q8.** *Section 10.3 on Page 13 of the RFP. Does this mean that the City is requiring a (5) year maintenance contract that includes parts and labor on the entire display? That's fine. We can do that. But, if we are not understanding this correctly, what is "standard/common hardware and equipment" meant to include?*

- A8.** **Standard / common hardware and equipment are those items necessary to make the Digital Sign Board functional to the satisfaction of the City Engineer. These items shall be determined by the DBT with the approval of the City Engineer.**

- Q9. Section 12.1 on Page 13 of the RFP. There is some language that we will need to include that amends this section, as our LED technology is proprietary, and we will not transfer ownership in our intellectual property, copyrights, or patents.*
- A9. No proprietary ownership shall be transferred to the City. Section 12.1 on page 13 is only ownership of documents for use as provided for in the Public Information / Records Act.**
- Q10. Section 13.3A on Page 14 of the RFP. Refers to sewer tunneling projects? This is not all typical for the installation of a sign, even a large sign.*
- A10. Please disregard any reference to sewer tunneling project. This is not part of the RFP.**
- Q11. Section 13.8A on Page 15/16 of the RFP. Refers to "responsibilities of the prime Consultant and all sub-consultants." What does this mean?*
- A11. The prime Consultant and all sub-consultants are those personnel whom the DBT chooses to construct the Digital Sign Board. The DBT is the City liaison for the construction of the Digital Sign Board.**
- Q12. Section 13.13B on Page 17 of the RFP. Refers to ATTACHMENT "D", which we do not find a copy of in the RFP.*
- A12. Please disregard reference to Attachment D. There is no Attachment D.**
- Q13. Section 13.13C and E on Page 17 of the RFP. Does this apply? As a sign manufacturer/ installer, we are accustomed to lump-sum pricing that includes overhead and profit, rather than a cost-plus basis. Please advise.*
- A13. This RFP is for an agreement to construct a Digital Sign Board using the design build method. Section 13.13 C and E is information for the City to assess the necessity of managing cost over run. The DBT is responsible for maintenance of the project budget and to provide the City with any possible unforeseen expenses.**
- Q14. Section 13.14A4(a) on Page 18 of the RFP. As a privately held concern, we are not allowed to distribute our financial statements. However, we understand the importance of this requirement, and feel strongly that the stability of our financial condition will enhance our position on this project. Would it be possible to arrange a separate viewing of our financial statements with our top management in order to fulfill this requirement?*
- A14. Yes, the City is willing to make concision for a separate viewing of financial documents with top management in order to fulfill the above stated requirements.**


- Q15. Page 1, paragraph 2 refers to a schematic design that was prepared for the Auto Park Sign. Is this supposed to be part of this RFP, as we did not get a copy of it?*
- A15. The Auto Park Sign schematic is not an official drawing and was for proprietary City use. The DBT is responsible for the design and construction of the Digital Sign Board. The schematic drawing contains no additional information that the DBT should require in submittal of their proposal.**
- Q16. Page 1, paragraph 3 refers to removal of existing sign. Are we cutting the existing pipes off at grade and capping electrical, or are we to remove the entire sign and underground footings, backfill the excavation, compact the soil, etc.? Are we to dispose of this sign?*
- A16. The removal of existing signs refers to signs mounted on 8" metal post. The DBT is encouraged to view the proposed location to access the work required. The removal of existing sign shall be to the satisfaction of the City Engineer by cutting existing sign and securing the area for the public's safety.**
- Q17. Page 2, Specifications. Second bullet point requires a twenty-five year, on-site parts and labor warranty? This is in conflict with the RFP, and not applicable in the sign industry.*
- A17. The warranty is stated in this Proposal. Maintenance and warranty shall be part of the DBT proposal.**
- Q18. Page 2, Specifications. Ninth bullet point requires "enhanced ground lighting and ground landscaping". Is there more specific information?*
- A18. The extent and type of "enhanced ground lighting and ground landscaping shall be determined by the DBT with the prior approval of the City Engineer.**
- Q19. Page 2, Specifications. Eighth bullet point refers to the Shell insignia (logo). Have any arrangements been made with the Shell Station for closing their car wash and part of their site during construction? This will be necessary, so we need to know. Also, what agreements, if any, have been made with the Shell Station for displaying their logo on the new sign? Are there any specifications as to how large the new Shell logo needs to be and where it needs to be located on the sign? Is there any agreement as to how long the Shell Station is willing to go without a freeway sign?*
- A19. This shall be the responsibility of the DBT to coordinate with the Shell Gas Station located at 4555 Main Street, as well as but not limited to any resident, Association, and potential Community controversy.**
- Q20. Page 3, Specifications. Second bullet point requires programming support for 12 months. Please clarify what is meant by "support". It could mean simple phone-support, or actual programming services provided by our Media Services Department which would be our recommendation. Obviously the costs are different.*

- A20. The DBT shall provide any assistant, which will render the Digital Sign Board complete and functional to the satisfaction of the City Engineer.
- Q21. Page 3, Specifications. Third bullet point requires maintenance on the Message Center for (180) days. This seems in conflict with earlier language regarding warranty. Please clarify.
- A21. This project is a turnkey project and the DBT is not responsible for the maintenance of the Digital Sign Board once the project is deemed acceptable after filing of the Certificate of Final Completion. With the DBT proposal, the DBT shall provide a maintenance agreement to the City Engineer.
- Q22. Page 3, Specifications. Sixth bullet point requires "Solar Smart" control technology. This will need further study to determine compatibility.
- A22. The DBT shall determine the feasibility of the "Solar Smart" control technology.
- Q23. Message Center Minimum Technical Specifications – These are clearly specifications from a competitor, and our product line has differences (we believe to be advantageous to the end user). Please confirm that it is acceptable to propose our own LED product, with specifications that meet or exceed these listed specifications.
- A23. The DBT may submit their company's technology as part of the proposal.

Please acknowledge and submit this Addendum #2, as well as Addendum #1, as part of your RFP package by signing in the indicated location below. Your submitted RFP package will be **non-responsive and incomplete** without this signed Addendum #2 and Addendum #1.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Bidder's Signature

  
\_\_\_\_\_  
Gordon Day  
Building Project Manager  
Department of Public Works  
Building and Park Construction  
City of Chula Vista

**THIS ADDENDUM #2 AND ADDENDUM #1**  
**MUST BE SIGNED**  
**AND SUBMITTED WITH THE RFP**