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 Executive Director

ANDREW B. FREMIER
 Deputy Executive Director

September 18, 2015

Addendum No. 2
to
INVITATION FOR BID
for the Bridge Yard (IERBYS) Seismic and Renovation Project
 Dated August 28, 2015 as Amended
 by Addendum No. 1 on September 11, 2015

Dear Bidder:

This letter is Addendum No. 2 to the Invitation for Bid for the Bridge Yard (IERBYS) Seismic and Renovation Project dated August 28, 2015, as amended by Addendum No. 1 on September 11, 2015. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The IFB is revised as follows:

Addendum Item	Reference	Change(s)										
1.	IFB, Part 1, Invitation for Bid, <u>Letter of Invitation</u> , Bid Submission & Bid Opening, Page 2	<p>Bid Submission & Bid Opening</p> <p>Interested bidders must submit their bids in sealed envelopes no later than 2:00 p.m. on 09/25/2015 <i>10/2/2015</i>. Bids received after that date and time will not be considered. All bids must be completed and submitted on the enclosed Bid Forms, in Part 5 of this IFB, in order to be considered. Bid opening is open to the public and will be held on the due date and time listed above at BATA offices located at Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607 in the Auditorium.</p>										
2.	IFB, Part 1, Invitation for Bid, <u>Letter of Invitation</u> , Bidder Selection Timetable, Page 4	<p>Bidder Selection Timetable*</p> <table border="1" data-bbox="756 1440 1520 1969"> <tr> <td data-bbox="756 1440 1105 1528">Friday, 09/11/2015, 1:30 p.m.</td> <td data-bbox="1105 1440 1520 1528">Pre-Bid Conference and Walkthrough</td> </tr> <tr> <td data-bbox="756 1528 1105 1675">Friday, 09/18/2015 <i>Wednesday, 09/23/2015,</i> 4:00 p.m.</td> <td data-bbox="1105 1528 1520 1675">Deadline for requests for clarification or exception</td> </tr> <tr> <td data-bbox="756 1675 1105 1787">Friday, 09/25/2015 <i>10/2/2015,</i> 2:00 p.m.</td> <td data-bbox="1105 1675 1520 1787">Closing date & time for receipt of bids & bid opening</td> </tr> <tr> <td data-bbox="756 1787 1105 1898">Wednesday, 10/14/15 <i>11/4/2015</i></td> <td data-bbox="1105 1787 1520 1898">BATA Oversight Committee consideration of recommendation for award</td> </tr> <tr> <td data-bbox="756 1898 1105 1969">Tuesday, 10/20/2015 <i>11/10/2015 (approx.)</i></td> <td data-bbox="1105 1898 1520 1969">Issuance of Notice of Award</td> </tr> </table> <p>*Award and approval dates are approximates and are subject to change before or after the closing date of the IFB.</p>	Friday, 09/11/2015, 1:30 p.m.	Pre-Bid Conference and Walkthrough	Friday, 09/18/2015 <i>Wednesday, 09/23/2015,</i> 4:00 p.m.	Deadline for requests for clarification or exception	Friday, 09/25/2015 <i>10/2/2015,</i> 2:00 p.m.	Closing date & time for receipt of bids & bid opening	Wednesday, 10/14/15 <i>11/4/2015</i>	BATA Oversight Committee consideration of recommendation for award	Tuesday, 10/20/2015 <i>11/10/2015 (approx.)</i>	Issuance of Notice of Award
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Addendum Item	Reference	Change(s)
3.	IFB, Bid Forms, Bid Form #7, Pages 46-49	Bid Form #7, <u>Insurance Certificate Checklist</u> , is deleted in its entirety and replaced with attached Bid Form #7, <u>Insurance Certificate Checklist, Revised September 18, 2015</u> .
4.	IFB, Part 6, Special Conditions, SC-2, <u>Insurance</u> , Section 2.1, <u>Minimum Coverage</u> , Subsection 2.1.5, Pages 52-53	<p>2.1.5 Property Insurance</p> <p>Property Insurance covering your own Business Personal Property and Equipment to be used in the performance of this agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), and builders risk for property in the course of construction (if applicable). You are responsible for all loss or damage, howsoever caused, to the work and materials, until final acceptance by BATA. In addition, the insurance should include “in transit” coverage to the final agreed upon destination of delivery, and including loading and unloading operations, and such coverage must be in force until the work and materials are accepted by BATA.</p> <p>Coverage must be written on a “Special Form” policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy must contain a Waiver of Subrogation in favor of BATA.</p> <p><i>Property Insurance protecting against all risks of physical loss or damage covering your own Business Personal Property and equipment to be used in the performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA, builders risk for property in the course of construction, and insurance for the building. Coverage must extend to mechanical and electrical breakdown in the course of construction, start-up, testing and commissioning, expediting and extra expense. The insurance must include “in transit” coverage to the final agreed upon destination of delivery, and including loading and unloading operations and such coverage must be in force until the work and materials are accepted by BATA.</i></p> <p><i>Coverage must be written on a “Special Form” policy that includes theft, and earthquake, with limits at least equal to the replacement cost of the property. The amount of such insurance shall not be less than the insurable values of the work at completion, except for customary exclusions. Replacement costs are estimated at about \$3,000,000 for the building, \$5,600,000 for project costs for the Builder’s Risk, plus the value Contractor estimates for the equipment to be used in the performance of this</i></p>

		<p><i>Agreement.</i></p> <p><i>Such policy must contain a Waiver of Subrogation in favor of BATA.</i></p> <p><i>The Builder's Risk and building insurance shall provide for losses to be payable to the Contractor, Owner and BATA as their interests may appear. The policy shall be in full force and affect until final acceptance by BATA.</i></p>
5.	Contract Drawings/Plans	<p>The following Project Plan Sheets have been revised:</p> <p>D202, D501, D502, D503, DM101, DE102, DP101, A201, A202, Seismic Retrofit Series S000, S100, S200, and S300</p>

The remaining provisions of the IFB, dated August 28, 2015, as amended by Addendum No. 1 on September 11, 2015, remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum shall take precedence.

Any questions concerning this Addendum to the IFB should be directed to Alice Truong, Contract Specialist, at (510) 817-5749 or atruong@mtc.ca.gov.

Sincerely,



Andrew B. Fremier
Deputy Executive Director

ABF:at

BID FORM #7, Revised September 18, 2015

INSURANCE CERTIFICATE CHECKLIST

INSURANCE REQUIREMENTS

Minimum Insurance Coverages. The insurance requirements specified in this section must cover your own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that you authorize to work under this Agreement (hereinafter referred to as "Agents.") You must, at your own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

You are required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, you are responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling your indemnity obligation as to yourself or any of your Agents in the absence of coverage.

In the event you or your Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies must also satisfy all specified endorsements and stipulations, including provisions that your insurance be primary without right of contribution from BATA. Prior to beginning work under this contract, you must provide BATA with satisfactory evidence of compliance with the insurance requirements of this section.

Yes (√)	Please certify by checking the box below that required coverages will be provided within six (6) calendar days from Notice of Award.
—	<u>Workers' Compensation Insurance</u> with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident, \$1,000,000 per employee for disease, and \$1,000,000 policy limit for disease, and any and all other coverage of your employees as may be required by applicable law. (Such policy must contain a Waiver of Subrogation in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as you are a sole proprietor or a corporation with stock 100% owned by officers with no employees. Should any bridge work require coverage for the United States Longshore Harbor Workers Act, you agree to furnish proof of insurance, if required.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering operations of you and your officers, agents, and employees and with limits of liability which must not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal and Advertising injury liability with a limit of not less than \$1,000,000. Such policy must contain a Waiver of Subrogation in favor of BATA. BATA, Caltrans, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance must be primary and contain a Separation of Insureds clause as respects any claims, losses or liability arising directly or indirectly from Bidder's

	<p>operations.</p> <p>BATA, Caltrans, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance must be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from your operations.</p>
<p>_____</p>	<p><u>Business Automobile Liability Insurance</u> for all automobiles owned (if any), used or maintained by you and your officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles. Limits of liability which must not be less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage.</p>
<p>_____</p>	<p><u>Umbrella insurance</u> in the amount of \$4,000,000 providing excess limits over Employers Liability, Automobile Liability and Commercial General Liability insurance. Such umbrella coverage must be following form to underlying coverage including all endorsements and additional insured requirements.</p>
<p>_____</p>	<p><u>Property Insurance.</u> <i>Property Insurance protecting against all risks of physical loss or damage covering your own Business Personal Property and Equipment to be used in the performance of this agreement, materials or property to be purchased and/or installed on behalf of BATA, builders risk for property in the course of construction, and insurance for the building. Coverage should extend to mechanical and electrical breakdown in the course of construction, start-up, testing and commissioning, expediting and extra expense. The insurance should include "in transit" coverage to the final agreed upon destination of delivery, and including loading and unloading operations and such coverage must be in force until the work and materials are accepted by BATA.</i></p> <p><i>Coverage must be written on a "Special Form" policy that includes theft, and earthquake, with limits at least equal to the replacement cost of the property. The amount of such insurance shall not be less than the insurable values of the work at completion, except for customary exclusions. Replacement costs are estimated at about \$3,000,000 for the building, \$5,600,000 for project costs for the builders risk, plus also the value Contractor estimates for the Equipment to be used in the performance of this agreement.</i></p> <p><i>Such policy must contain a Waiver of Subrogation in favor of BATA.</i></p> <p><i>The Builder's Risk and building insurance shall provide for losses to be payable to the Contractor, Owner and BATA as their interests may appear. The policy shall be in full force and affect until final acceptance by BATA.</i></p>
<p>_____</p>	<p><u>Contractors' Pollution Liability Insurance.</u> Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If you dispose of Hazardous Materials under this Agreement, you will designate the disposal site and provide a certificate of insurance from the disposal facility to BATA.</p>

Your Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy. Such policy shall contain a Waiver of Subrogation in favor of BATA.

BATA, Caltrans and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from your operations.

General Terms and Conditions

All policies will be issued by insurers acceptable to BATA, generally with a Best's Rating of A-VII or better.

Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BATA.

Deductible

You are responsible for payment of any deductible or retention on your policies without right of contribution from BATA. Deductible and retention provisions must not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that BATA seeks coverage as an additional insured under your insurance policy that contains a deductible or self-insured retention, you must satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act by you, subconsultant, subcontractor, or any of your employees, officers or directors, even if you or subconsultant is not a named defendant in the lawsuit.

Claims Made Coverage

If any insurance specified above is provided on a claim-made (rather than an "occurrence") basis, then in addition to coverage requirements above, such policy must:

1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, you must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

Failure to Maintain Insurance

All insurance specified above must remain in force until all work or services to be performed are satisfactorily completed, all of your personnel, subcontractors, and equipment have been removed from BATA's property, and the work or services have been formally accepted. You must notify BATA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required

insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, you must deliver to BATA Certificates of Insurance verifying the aforementioned coverages. Such certificates must make reference to all provisions and endorsements referred to above and must be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by you are not intended to and must not in any manner limit or qualify the liabilities and obligations otherwise assumed by you pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within six (6) calendar days from Notice of Award.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA's attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to BATA's attention consistent with the provisions of this IFB, compliance with the insurance requirements will be assumed.