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August 27, 2013

Addendum No. 2

To Request For Proposals

Climate Change And Extreme Weather Adaptation Options For  
Transportation Assets In The Bay Area Pilot Project  
dated, August 1, 2013

Dear Consultant:

This letter is Addendum No. 2 to the Climate Change And Extreme Weather Adaptation Options For Transportation Assets In The Bay Area Pilot Project, dated, August 1, 2013 ("RFP"). Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

| <u>Addendum Item</u> | <u>Reference</u>                                   | <u>Change</u>   |            |                                   |
|----------------------|--|---|------------|-----------------------------------|
| 1.                   | RFP, APPENDIX A, SCOPE OF WORK, TASK #3, page 17   | <b>TASK #3 (5 10%)</b><br><table border="1"> <tr> <td>Task Title</td> <td>Refine Sea Level Rise Exposure...</td> </tr> </table> | Task Title | Refine Sea Level Rise Exposure... |
| Task Title           | Refine Sea Level Rise Exposure...                  |   |            |                                   |
| 2.                   | RFP, APPENDIX D-1, Insurance Requirements, page 56 | Appendix D-1, Insurance Requirement., is deleted in its entirety and replaced as attached to this Addendum No. 2.               |            |                                   |

The remaining provisions of the RFP remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum takes precedence.

Questions and Answers regarding this RFQ are enclosed with this Addendum. Any questions concerning this addendum to the RFP should be directed to Stefanie Hom, Project Manager, at (510) 817-5756 or [shom@mtc.ca.gov](mailto:shom@mtc.ca.gov).

Sincerely,

Ann Flemer,  
Deputy Executive Director, Policy

SH:sh

**APPENDIX D-1, INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times 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, placed with insurers with a Best’s rating of A-VIII or better.

|                    |   |
|--------------------|---|
| <p>Yes<br/>(√)</p> | <p><b>Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.</b></p>  |
| <p>—</p>           | <p><u>Workers’ Compensation Insurance</u> with Statutory limits, and Employer’s Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation &amp; Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>  |
| <p>—</p>           | <p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT’s officers, agents, and employees and with limits of liability which shall 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 &amp; Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p> <p>MTC, ABAG, 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 CONSULTANT’s operations.</p> |
| <p>—</p>           | <p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.</p> <p>MTC, ABAG, 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 CONSULTANT’s operations.</p>   |
| <p>—</p>           | <p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>  |
| <p>—</p>           | <p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage.</p> <p>The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and</p>   |

any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the Project.

Property Insurance. Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall 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 shall contain a Waiver of Subrogation in favor of MTC.

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

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

Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from MTC. Deductible and retention provisions shall 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 MTC seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall 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 of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit.

If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Consultant shall:

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, Consultant shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant's personnel, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. Consultant must notify MTC 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, Consultant shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall 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 Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant 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 ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.**

|                               |  |
|-------------------------------|--|
| 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 MTC’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC’s attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.**

**REQUEST FOR PROPOSALS**  
**CLIMATE CHANGE AND EXTREME WEATHER ADAPTATION OPTIONS FOR**  
**TRANSPORTATION ASSETS IN THE BAY AREA PILOT PROJECT**  
**dated August 1, 2013, as amended on August 12, 2013 (RFP)**

**Proposers' Conference and Submitted Questions and Answers**  
**August 27, 2013**

- Q1: Appendix H and F forms of the RFP show 0% Disadvantaged Business Enterprise (DBE) as the contract goal. Since is a requirement of 0% DBEs, and the RFP states that proposers should meet what is required -- do proposers need to use DBE's; fill out the DBE forms; or perform a Good Faith Effort regarding use of DBEs?**
- A1: Though this RFP has a 0% goal, and evidence of use of, or of a good faith effort to use, DBEs is not required, MTC requires that firms submitting proposals complete the DBE forms, including with any information about voluntary DBE use proposed.
- Q2: On page 7 of the RFP, item #3 under Qualifications and References requests proposers to provide a succinct description (one page maximum) of any previous projects similar to the services requested. Does this one page maximum apply to each project discussed, or are all project descriptions combined to fit within a one page limit? Are there a maximum number of projects we can provide?**
- A2: The one page limit applies to each project discussed. We suggest listing no more than five projects.
- Q3: On page 7 of the RFP, item #5 under Qualifications and References requests proposers to provide a list of references. How many references should be provided? What information should be included?**
- A3: Proposers can provide as many references as they feel is appropriate. All references should fit on one page. Contact information, relationship, and project(s) worked on together should be included.
- Q4: On page 15 of the RFP, under "Appendix A, Scope of Work", the budget allotment percentages identified in "Table 1: Tasks" are different than the percentages indicated in the individual task descriptions. What are the correct budget allotment percentages?**
- A4: The budget allotment percentages identified in "Table 1: Tasks" are correct. Please see RFP, Addendum No. 2, dated August 26, 2013, item 1.
- Q5: Do proposers need to submit a signed Levine Act from their subcontractors?**
- A5: No, proposers do not need to submit a signed Levine Act from their subcontractors.

**Q6: On page 17 of the RFP, Task #3 under “Appendix A, Scope of Work” references an overtopping analysis methodology that was used in the first FHWA vulnerability and risk pilot. Will that methodology be available to the consultant?**

A6: The overtopping analysis is identified in the FHWA Technical Report, Chapter 4 and Appendix B, which can be found on the MTC website at [http://www.mtc.ca.gov/news/current\\_topics/10-11/sea\\_level\\_rise.htm](http://www.mtc.ca.gov/news/current_topics/10-11/sea_level_rise.htm), or on the Adapting to Rising Tides website reports page at <http://www.adaptingtorisingtides.org/project-reports/>. The GIS files will be made available to the selected Consultant.

**Q7: The RFP indicates that proposers should have an understanding of the BART Climate Change Adaptation Assessment Pilot. Where is this report located?**

A7: A draft of the BART Climate Change Adaptation Assessment Pilot will be posted on the MTC website, at <http://bids.mtc.ca.gov/procurements/129>.

**Q8: Is there a list of studies or data sources for sea level rise assumptions, flooding, etc? Will these data sources be made available to the consultant?**

A8: Sea level rise and flooding assumptions are identified in the Adapting to Rising Tides project, available to proposers on the MTC website at [http://www.mtc.ca.gov/news/current\\_topics/10-11/sea\\_level\\_rise.htm](http://www.mtc.ca.gov/news/current_topics/10-11/sea_level_rise.htm), or on the Adapting to Rising Tides website reports page at <http://www.adaptingtorisingtides.org/project-reports/>.

**Q9: Will MTC consider modifying the indemnification provision in Section 9A of the Professional Services Agreement such that the Consultant agrees to indemnify, defend and hold harmless MTC (or any other of the entities listed) for claims, demands, suits, loss, damages, injury and/or liability “to the extent caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONSULTANT or its officers, employees, subconsultants or agents?”**

A9: No, MTC is unable to accept this revision to Article 9, Indemnification.

**Q10: Appendix D-1 of the RFP states “MTC, FHWA, BCDC, Caltrans, and BART and their respective 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 Consultant’s operations.” This statement is not in relation to any specific type of insurance coverage, but appears to apply generally to all required coverages listed. Will MTC revise the insurance requirements to clarify the requirements for naming of additional insureds in relation to particular required coverages?**

A10: Please see RFP, Addendum No. 2, dated August 26, 2013, item 2, replacing Appendix D-1, Insurance Requirements.