



**METROPOLITAN
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Addendum No. 1
to
Request for Qualifications
Legal Services Assistance
March 24, 2014

Dear Counsel:

This letter is Addendum No. 1 to the Request for Qualifications for Legal Services Assistance, dated March 11, 2014 (RFQ). Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFQ is revised as follows:

<u>Addendum Item</u>	<u>Reference</u>	<u>Change</u>
1.	RFQ, Section V. <u>Minimum Qualifications</u> , Page 3	To be eligible for consideration for any of the areas of specialty, law firms must meet the following minimum qualifications: <ol style="list-style-type: none"> 1. <i>A majority of attorneys proposed in each area of practice for which the law firm wishes to be considered</i> Attorneys must be licensed to practice before the state and federal courts in the State of California and be in good standing with the State Bar of California. 2. Firms must have at least five (5) years experience in each area of law for which the firm has expressed an interest in its SOQ. 3. The partner in charge must have at least ten (10) years relevant experience. 4. Firms must have substantial experience representing government sector clients, including at least one of the following: <ol style="list-style-type: none"> a) Firm serves as general counsel for at least one (1) transportation <i>public</i> agency; b) <i>Firm has provided continuous legal advice and counsel to at least one transportation agency over a five (5) year period within the past seven (7) years;</i>

<p>1. (continued)</p>		<p>c) Firm has represented at least five (5) government sector clients during the last three (3) years, at least one (1) of which must be in the transportation sector; or</p> <p>d) Litigation only: Firm has handled at least two (2) cases on behalf of public sector clients during the past three (3) years.</p> <p>Law firms are not required to have experience in all requested areas. However, full service firms able to provide legal services in more than one area will be favorably considered.</p>
<p>2.</p>	<p>RFQ, Appendix B, Standard Agreement, Article 7.A.4. <u>Umbrella Insurance</u>, Page 13</p>	<p>4. <u>Umbrella Insurance</u> in the amount of \$4,000,000 \$2,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance.</p>
<p>3.</p>	<p>RFQ, Appendix B, Standard Agreement, Article 7.B. <u>Deductibles</u>, page 14</p>	<p>Any deductible, or self-insured retention of \$100,000 or greater, shall be subject to the approval of MTC. Any other special coverage restrictive devices such as “coinsurance” must be declared and approved by the Project Manager prior to job commencement. Such approval will not unreasonably withheld.</p> <p><i>B. <u>Deductibles and Retentions.</u> LEGAL COUNSEL shall be responsible for payment of any deductible or retention on LEGAL COUNSEL’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.</i></p> <p><i>In the event that MTC seeks coverage as an additional insured under any LEGAL COUNSEL insurance policy that contains a deductible or self-insured retention, LEGAL COUNSEL 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 LEGAL COUNSEL, subconsultant, subcontractor, or any of their employees, officers or directors, even if LEGAL COUNSEL or subconsultant is not a named defendant in the lawsuit.</i></p>
<p>4.</p>	<p>RFQ, Appendix C, <u>Insurance Requirements</u>, page 22</p>	<p>Appendix C, <u>Insurance Requirements</u>, is deleted in its entirety and replaced with the revised Appendix C, <u>Insurance Requirements</u>.</p>

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

Requests for clarification and exceptions and answers regarding the RFQ are enclosed with this Addendum.

Any questions concerning this Addendum to the RFQ should be directed to Adrienne Weil, MTC General Counsel at aweil@mtc.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Steve Heminger for". The signature is written in a cursive, flowing style.

Steve Heminger
Executive Director

SH: aw

APPENDIX C

INSURANCE REQUIREMENTS

Minimum Insurance Coverages. LEGAL COUNSEL 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.

Yes (√)	Please certify by checking the box below that required coverages will be provided within five (5) days of MTC's notice to firm that it wishes to contract with the firm.
___	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of LEGAL COUNSEL's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as LEGAL COUNSEL is a sole proprietor with no employees.
___	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of LEGAL COUNSEL and LEGAL COUNSEL'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 & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from LEGAL COUNSEL's operations.
___	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by LEGAL COUNSEL and LEGAL COUNSEL's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
___	<u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
___	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$5,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, LEGAL COUNSEL agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until

	<p>expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the LEGAL COUNSEL and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the LEGAL COUNSEL. No contract or agreement between the LEGAL COUNSEL and any subcontractor/consultant shall relieve the LEGAL COUNSEL of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the LEGAL COUNSEL and any subcontractor/consultant working on behalf of the LEGAL COUNSEL on the project.</p>
<p>_____</p>	<p><u>Property Insurance</u> covering LEGAL COUNSEL'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), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") 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. If such insurance coverage has a deductible, the LEGAL COUNSEL shall also be liable for the deductible.</p>
<p>Deductibles: LEGAL COUNSEL shall be responsible for payment of any deductible or retention on LEGAL COUNSEL'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.</p> <p>In the event that MTC seeks coverage as an additional insured under any LEGAL COUNSEL insurance policy that contains a deductible or self-insured retention, LEGAL COUNSEL 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 LEGAL COUNSEL, subconsultant, subcontractor, or any of their employees, officers or directors, even if LEGAL COUNSEL or subconsultant is not a named defendant in the lawsuit.</p> <p>Notice of Termination: All LEGAL COUNSEL policies shall provide that the insurance carrier shall give written notice to MTC at least 30 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.</p> <p>Additional Provisions: Each policy or policies of insurance described in <u>Commercial General Liability Insurance</u>, above shall contain the following provisions:</p> <ul style="list-style-type: none"> • Inclusion of MTC, MTC SAFE, BATA, BAIFA, BAHA, RAFC, their commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement. • Endorsement providing that such insurance is primary insurance and no insurance of MTC, MTC SAFE, BATA, BAIFA, BAHA or RAFC will be called on to contribute to a loss. <p>Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, LEGAL COUNSEL 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</p>	

behalf of the insurer by an authorized representative thereof. LEGAL COUNSEL agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by LEGAL COUNSEL are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by LEGAL COUNSEL pursuant hereto.

Subcontractor’s Insurance: LEGAL COUNSEL shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

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 the date for protesting RFQ provisions. If such objections are not brought to MTC’s attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.