

San Benito County Local Transportation Authority

Request for Proposals #2018-02  
Analysis of Public Transit Network Expansion Projects for Congestion  
Relief of the Highway 25 Corridor Study

Addendum No. 1

Issue Date: October 5, 2018

Proposers are reminded that receipt of this Addendum No. 1 must be acknowledged in your respective proposal, in Exhibit B-8: Acknowledgement of Addenda. Your proposal will be declared “unresponsive” should you not acknowledge this Addendum No. 1 and submit Exhibit B-8 with your respective proposal.

Any information contained herein will be considered part of the Request for Proposals #2018-02 (RFP) and as such will be used in the evaluation of the responses. All other terms and conditions remain unchanged. In the event of a conflict between any provision of this Addendum and the RFP, this Addendum shall prevail.

This Addendum is intended to provide answers to questions received regarding the RFP, additional information, and/or to change the requirements as stated in the RFP. Where existing provisions of the RFP are modified, deleted text is shown in strike-thru format (~~example~~) and added text is bold and italicized (*example*).

Item No.	Question / Reference	Response
1	We believe that the travel demand modeling underestimates transit travel. Does San Benito County LTA anticipate use of the 2018 AMBAG model for this study?	If traffic modeling is proposed as part of the consultant’s scope of work, COG will require that the consultant use the AMBAG 2040 RTP/SCS model.
2	How does San Benito County LTA anticipate including PUC as a stakeholder in the project because of the rail line analysis?	LTA will work with consultant during project kickoff to engage the PUC as a stakeholder.
3	How will the study overlap with the Highway 25 Caltrans-identified improvements?	This study should take into consideration the Caltrans project as it may affect transit expansion options along the corridor. At this time there is no target construction date for the project; therefore, transit options must be available for both existing and future highway scenarios.
4	Is the LTA willing to negotiate the indemnification terms listed in the General Terms and Conditions? The indemnification terms as written are not compliant with the requirements of CA Civil Code 2782.8 which limits the indemnification and defense obligations of an engineer to the proportional negligence of the engineer.	To the extend a proposal proposes the type of design services included in CA Civil Code 2782.8, the following indemnification clause shall be included in the contract as Attachment D:  “D-1. INDEMNIFICATION. With regard to the design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:  To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold

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		<p>harmless the COG and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COG and County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the COG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.</p> <p>The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR’S provision of all other services under this contract.”</p> <p>If no work applicable to the provisions of CA Civic Code 2782.8 is completed, only the standard indemnification included in Paragraph C-1 of the standard contract will be used.</p>