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March 22, 2010
Addendum No. 1
to
Request for Proposal
for Employment Agency to Assist with
Temporary Hiring of High School Internship Program Participants
dated March 1, 2010

Dear Consultant:

This letter is Addendum No. 1 to the Employment Agency to Assist with Temporary Hiring of High School Internship Program Participants Request for Proposal (RFP) dated March 1, 2010. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

Addendum Item	Reference	Change
1	Appendix E-1, Insurance Requirements, Page 15	Appendix E-1, Insurance Requirements, is deleted in its entirety and replaced with the attached.

The remaining provisions of the Request for Proposal, dated March 1, 2010, remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum shall take precedence.

Questions and Answers regarding this RFP are enclosed with this Addendum.

Any questions concerning this addendum to the RFP should be directed to Ann Macaulay, Project Manager, at (510) 817-5741 or amacaulay@mtc.ca.gov.

Sincerely,

Andrew B. Fremier
Deputy Executive Director, Operations

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APPENDIX E-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-X or better.

Yes (√)	**Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.**
___	Workers' Compensation Insurance 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 CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. In addition, the Workers' Compensation and Employers Liability coverage shall apply to all temporary employees working in the High School Internship Program, and the policy should be endorsed with an Alternate Employer Endorsement (WC 00 02 01A) naming MTC as the Alternate Employer.
___	Commercial General Liability Insurance 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 & 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 directors, 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 CONSULTANT's operations.
___	Business Automobile Insurance for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT'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.
___	~~Errors and Omissions Professional Liability Insurance (if applicable) in an amount no less than $1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT 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 expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the 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 the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on~~
——	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), 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 CONSULTANT shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.	
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~~ *RFP* provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this *RFP* ~~RFQ~~, compliance with the insurance requirements will be assumed.

TEMPORARY HIRING FOR HIGH SCHOOL INTERNSHIP PROGRAM

QUESTIONS & ANSWERS

MARCH 22, 2010

Question: Does MTC expect to have an agency staff representative in every county?

Answer: No. MTC expects there to be a minimum of one representative as a point of contact for the High School Internship Program. That person will need to be able to be reached by the interns & MTC staff during regular business hours, Monday through Friday.

Question: Will a discrepancy on an Intern's time card, hold up payment of that invoice?

Answer: Yes. MTC's Finance department will not pay an invoice unless all items on the invoice are in order.

Question: Can a separate invoice be created for time cards that contain a discrepancy?

Answer: Yes.

Question: Are all the items listed under Insurance Requirements needed for this RFP?

Answer: Yes. See Addendum #1 for the revised Appendix E-1, Insurance Requirements.

Question: What types of jobs will the students be performing?

Answer: The current job descriptions are on MTC's web site http://www.mtc.ca.gov/jobs/high_school/ until March 26, 2010. Most positions require Interns to ride public transportation or participate in public events, i.e. conferences, off site committee meetings. MTC tries to take the Interns on tours of transportation related projects e.g. the Fruitvale Transit Center, the new bay bridge expansion, etc. These tours are arranged by the Internship Coordinator and each student is required to sign the attached release form.

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RELEASE FORM

This release is executed by the undersigned, hereinafter referred to as "Releasor," as a condition of being allowed to visit the San Francisco–Oakland Bay Bridge East Span Project (SFOBB) as arranged by MTC, the SFOBB is hereinafter referred to as "the Project".

Releasor acknowledges that a visit to the Project is inherently dangerous, especially for persons untrained and inexperienced in construction activities, and/or marine or other construction equipment, Releasor is willing to assume full legal responsibility for all risks associated with such a visit.

In consideration of being granted permission to visit the Project, the Releasor hereby releases, waives, and discharges KFM/KPC and MTC, its shareholders, officers, directors, employees, sub-contractors, the State of California, and all its officers and employees connected with the work and other agents (collectively referred to as "Releasees") from all liability to the Releasor, his or her spouse, legal representative, heirs, and assigns, for any and all loss of damage of any nature, including death among others, arising out of or in any way connected with Releasor's visit to the Project, except for loss or damage caused by willful and intentional torts of any of the Releasees. In further consideration, Releasor agrees to the maximum extent permitted by law to defend and indemnify Releasees against all liability to third parties arising out of, or in any way connected with, Releasor's negligence or intentional torts during such visit.

Should any portion of this release be adjudged unenforceable, the remaining portions shall nevertheless continue in full force and effect.

In witness whereof, the undersigned Releasor has executed this instrument, or the purpose stated on this day of_____ _____ _____
Month Day Year

18 years of age or older:

I have read, understand, and agree to the information here presented.

_____
Printed Name of Releasor

_____
Signature

Under 18 years of age:

Parent/Guardian: I verify that I am the parent or guardian of_____, and I have authority to enter into this agreement and release on his/her behalf.

_____ _____
Printed Name of Parent/Guardian Signature of Parent/Guardian