



DEPARTMENT OF
TRANSPORTATION

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ENGINEERING SERVICES
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**TRACK RELOCATION PROJECT, 5TH STREET BRIDGE, ROADWAY, RETAINING
WALLS AND VIADUCT, 6TH STREET BRIDGE AND RAILYARDS BOULEVARD
(PN:T15029005)
Addendum #3**

February 25, 2010

To all Potential Proposers:

Attached hereto are addenda items, which shall be incorporated into the Request for Proposals (RFP) for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the RFP remain unchanged. Proposers must acknowledge receipt of this addendum prior to the hour and date specified in the RFP, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the RFP and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Marc Lee at (916) 808-7481.

Very truly yours,

Jose Ledesma
Contract Services

Enclosure

**TRACK RELOCATION PROJECT, 5TH STREET BRIDGE, ROADWAY, RETAINING
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Item #1 - Section 9.0 regarding insurance in the Thomas Enterprise agreement is to be modified to read the following:

- 9. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the THOMAS ENTERPRISE shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the THOMAS ENTERPRISE by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the THOMAS ENTERPRISE is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the THOMAS ENTERPRISE.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The THOMAS ENTERPRISE, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the THOMAS ENTERPRISE by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The THOMAS ENTERPRISE, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects THOMAS ENTERPRISE, its officials, employees and volunteers. Any insurance or self-insurance maintained by THOMAS ENTERPRISE, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to THOMAS ENTERPRISE, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to

each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (4) THOMAS ENTERPRISE will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

Item #2 -

Labor Compliance, Field Investigation and Administrative Services are to be provided by the Consultant.

The Consultant is to add the following task to the RFP.

Labor Compliance, Field Investigation and Administrative Services

The Consultant is to conduct employee interviews at the job site or at alternate venues to verify correct payment of prevailing wage. The consultant will conduct the number of interviews required by City and/or Federal policy and determine the employee classes to be surveyed. Investigations will also be required to verify allegations of improper payment of wages to individual employees or employee classes and/or allegations of violation of State labor, prevailing wage or apprenticeship laws. Additionally, the consultant will recommend courses of action to be taken with respect to investigation findings to ensure contractor compliance with applicable local, state, and federal laws.

Administrative services will involve monitoring of certified payroll and other contractor submissions to ensure conformity with City, State and Federal labor and prevailing wage laws, State apprenticeship requirements, Federal Underutilized Disadvantaged Business Enterprise (UDBE) project participation attainments. Additionally, the consultant will train contractors regarding labor compliance requirements, explain labor compliance requirements at pre-construction meetings, process construction stop notices and releases, facilitate project closeout procedures, and conduct focused reviews as required to monitor compliance with City, State and Federal project participation and/or labor compliance requirements, and maintain labor compliance records in accordance with established City and Department standards.

The consultant must demonstrate sufficient understanding of City, State and/or Federal labor compliance policies and procedures to conduct the investigative and administrative services required including documentation of:

- 1) Wage/apprenticeship standards investigation methodology to be employed and/or successful investigation models utilized by the consultant in the past that could be successfully applied to this project;
- 2) A successful model for conducting field interviews with employees to verify correct payment of prevailing wages and;
- 3) A proven procedural protocol for administering a full-service labor compliance program.