



EXPOSITION LRT PROJECT PHASE 1

Claims Administration Services

Request for Proposal XP8901-847

ADDENDUM

Addendum Number: 01
Addendum Date: February 3, 2012
RFP Title: Claims Administration Support Services
RFP No.: XP8901-847

Offerors shall acknowledge this Addendum No. 01 by inserting its number and date where indicated on the Form Proposal Letter submitted with the Proposal. This addendum forms part of the Request for Proposal (RFP) and Draft Contract Documents and with respect to the RFP and Draft Contract Documents, this Addendum will govern.

SUMMARY

There are modifications to both the RFP and the draft contract. Potential Proposers are encouraged to review the Proposers' Questions posted on the website as there are clarifications to sections of the Instructions to Proposers as well as additional information that may be helpful. This Addendum includes changes to Request for Proposal, Attachment A Scope of Work and Attachment B Draft Contract of the original solicitation material.

MODIFICATIONS TO THE DOCUMENTS

DOCUMENT TITLE/DESCRIPTION	MODIFICATIONS
Request for Proposal Page 9 Section 108 CONTRACT TYPE	Add the following language: The final contract will be a time and materials contract with a not-to-exceed ceiling amount.
Request for Proposal Page 13 Section 206 SUBMITTAL OF PROPOSALS	Add paragraph D. D. Submit one original and 6 copies of each section of the proposal. Also submit the complete proposal on a disc. Tabs A and B may be submitted together. Tab C must be submitted in a separate sealed envelope marked Tab C Cost Proposal RFP XP8901-847 Claims



EXPOSITION LRT PROJECT PHASE 1

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	Administration Support Services
Request for Proposal Page 13 Section 207 PACKAGE A BACKGROUND, FORMS AND CERTIFICATIONS	Tab A-1 Proposal Letter: DELETE the last sentence of this paragraph which reads: "Further, each Proposer shall identify any Exceptions taken to this RFP or the Terms and Conditions in accordance with Section 216."
Request for Proposal Pages 13 and 14 Section 207 PACKAGE A BACKGROUND, FORMS AND CERTIFICATIONS	DELETE Tab A-4 <u>Debarment, Suspension and Other Responsibility Matters</u> in its entirety. DELETE Tab A-5 <u>Certification of Restrictions on Lobbying</u> in its entirety.
Request for Proposal Page 14 Section 208 PACKAGE B QUALIFICATIONS TECHNICAL PROPOSAL	Add the following sentence to the opening paragraph of Section 208: The Package B submittal may not exceed 50 one-sided or 25 two-sided pages.
Request for Proposal Page 15 Section 209 PACKAGE C COST	This paragraph is deleted in its entirety and replaced with the following: Proposers will complete Form 60 Exhibit 1 to this Addendum based on best estimates for the first year of the contract. Include the estimated hours for each category of staff proposed and the hourly rates, home office overhead rate, direct costs and proposed profit. Documentation supporting the home office overhead rate must be included with the proposal. Also include the salary range for each category of staff proposed. Documentation supporting the proposed hourly rates will be requested from the successful proposer at a



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	later time.			
<p>Scope of Work Attachment A</p> <p>Pages 2 and 3 Key Personnel</p>	<p>Add the following position to the list of Key Personnel:</p> <p>Forensic Scheduler</p> <p>Forensic Scheduler shall be knowledgeable and experienced in the following:</p> <ul style="list-style-type: none"> • Claims resolution principles and claims avoidance techniques • Proficient in project management scheduling software Primavera Project Planner (P3) and P6, version 7 • CPM Schedule analysis including resource loading and Time Impact Analysis (“TIA”) for design-build as well as design-bid-build projects. • Analysis of concurrent delays and contemporaneous delay analysis as well as acceleration and loss of productivity claims • Gathering and organization of project records to determine entitlement. 			
<p>Contract Attachment B</p> <p>Page 6 Section 7 COMPENSATION</p>	<p>Section 7 A.(2) Labor Hour Rates DELETE this paragraph in its entirety and replace with the following:</p> <p>The Authority and Consultant have agreed that the Labor Hour Rates will be fixed for the first twelve (12) months of this agreement. The Authority may consider salary escalation after the first twelve (12) months of the Agreement based on the Los Angeles/Long Beach CPI with submission of acceptable documentation. Consultant will provide documentation that increases, if approved by the Authority, were received by staff assigned to this Project.</p> <p>Labor Rates by Key Personnel for the first twelve (12) months after NTP are:</p> <table border="1" data-bbox="586 1822 1370 1892"> <tr> <td data-bbox="586 1822 979 1892">Project Manager</td> <td data-bbox="979 1822 1370 1892"></td> </tr> </table>		Project Manager	
Project Manager				



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	Lead Claim Consultant	
	Forensic Cost Engineer	
	Forensic Scheduler	
	Administrative Staff	
<p>Contract Attachment B</p> <p>Page 7 Section 7 Compensation</p>	<p>Section 7 E. Final Payment This paragraph is modified to read as follows:</p> <p>“The Consultant agrees that its right to receive the final payment pursuant to this Agreement is contingent upon submittal of all deliverables required hereunder to the satisfaction and approval of the Authority. If the Authority fails to approve any or all such deliverables, the Consultant shall revise the deliverables as reasonably requested by Authority at no additional expense to Authority. The Authority shall have the right to withhold, in its sole discretion, such amount as the Authority deems appropriate from the Consultant’s final payment until Authority approves all of Consultant’s deliverables.</p>	
<p>Contract Attachment B</p> <p>Page 10 Section 10 Ownership of Work</p>	<p>Section 10 A. Ownership of the Plans. This paragraph is modified to read as follows:</p> <p>(1) All reports, studies, and other documents or instruments of service prepared or obtained by the Consultant in the course of performing Work under this Agreement shall be delivered to and be the property of the Authority. The Consultant and its subcontractors shall convey and transfer all copyrightable interests in such documents and instruments to the Authority upon completion of all services under this Agreement and upon payment in full of all compensation due to the Consultant in accordance with the terms of this Agreement. <u>The foregoing shall not be construed to</u></p>	



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	<p><u>require Consultant to transfer ownership to Authority of any intellectual property rights developed prior to the date of this Agreement; instead Consultant shall grant to the Authority a non-exclusive, irrevocable license with respect to any such intellectual property as necessary to allow the Authority the benefits of ownership of the of the items described above.</u> Basic analysis, sketches, charts, computations and similar data prepared or obtained by the Consultant under this Agreement shall, upon request, also be made available to the Authority.</p>
<p>Contract Attachment B Page 13 Section 12 Hold Harmless</p>	<p>Section 12.D. Additional Indemnifications This paragraph is modified to read as follows:</p> <p>The indemnification under this Section is in addition to that provided under Section 44B <u>10 B</u> and Section 25 <u>23</u> of this Agreement.</p>
<p>Contract Attachment B Pages 14 & 15 Section 14 Insurance</p>	<p>Delete Section 14 Insurance in its entirety and replace with the following:</p> <p>INSURANCE</p> <p>Consultant shall, before performing any Services under this Agreement, procure and maintain insurance coverages in the form and amounts listed below, and shall provide the Authority with certificates of insurance evidencing such coverages by the time specified.</p> <p>A. <u>Minimum Scope of Insurance. Coverage shall endure for at least the term of this Agreement and include at least:</u></p> <p>1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)</p>



EXPOSITION LRT PROJECT PHASE 1

Claims Administration Services

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	<p>2. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto). 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. 4. Professional Liability Insurance</p> <p>B. <u>Minimum Limits of Insurance:</u> Consultant shall maintain limits of no less than:</p> <p>1. General Liability: \$ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$2,000,000. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.</p> <p>2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage</p> <p>3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance</p> <p>4. Professional Liability: \$5,000,000 per claim.</p> <p>C. <u>Endorsements:</u> The insurance policies required herein shall contain, or be endorsed to contain, the following provisions:</p> <p>1. Exposition Metro Line Construction Authority, its officials and employees and Los Angeles County Metropolitan Transit Authority (Metro) are to be covered as additional insureds on all insurance certificates and</p>
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EXPOSITION LRT PROJECT PHASE 1

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	<p>contracts with the exception of professional liability and workers' compensation as respects liability arising out of the activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned leased, hired or borrowed by the Consultant. The general liability coverage shall also include contractual, personal injury, and independent contractors. The coverage shall contain no special limitations on the scope of protection afforded to Metro, its subsidiaries, officials and employee</p> <p>2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects Authority, its officials and employees and Metro. Any insurance or self- insurance maintained by Authority shall be excess of Consultant's insurance and shall not contribute with i 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, officials and employees and Metro.</p> <p>4. The Consultant'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.</p> <p>5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior</p>
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EXPOSITION LRT PROJECT PHASE 1

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Request for Proposal XP8901-847

	<p>written notice has been given to Authority. 6.</p> <p>Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of Authority.</p> <p>7. Professional Liability insurance shall be continued, and evidence provided to Authority, for three years following the expiration of the contract or, tail coverage provided for three years in the event of cancellation or non-renewal.</p> <p>D. <u>Deductibles and Self-Insured Retentions.</u> Any deductibles or self -insured retentions must be declared to, and amounts over \$25,000 approved by Authority. Liability for any deductibles or self-insured retentions, regardless of amount, shall be entirely the responsibility of Consultant.</p> <p>E. <u>Required Ratings.</u> Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the Authority.</p> <p>All required insurance shall include unconditional agreement of the insurers to provide thirty (30) days prior written notice of cancellation (or ten (10) days prior written notice if cancellation is for non- payment of premium) to the Authority before such cancellation may apply to coverage interests of the Authority.</p> <p>F. <u>Verification of Coverages.</u> Consultant shall furnish Authority with original</p>
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EXPOSITION LRT PROJECT PHASE 1

Claims Administration Services

Request for Proposal XP8901-847

endorsements and certificates of insurance evidencing coverage required by this clause as set forth above and on a continuing basis, including renewals or replacements, throughout the term of the Agreement, and, with respect to professional liability insurance, for the number of years after completion of the Services as provided in this Agreement. All documents are to be signed by a person authorized to bind coverage on behalf of the insurer. All documents are to be received and approved by Authority before performance of the Services commences. If requested by Authority, the Consultant shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Failure of the Consultant to maintain the insurance required in this Agreement shall constitute a material breach of this Agreement.

G. Subconsultant Insurance.

If the Prime Consultant engages subconsultants in performance of the Services under this Agreement, the Prime Consultant shall include all subconsultants as insured under its policies or shall require each such entity to obtain and maintain insurance as is required by the Prime Consultant herein, unless otherwise agreed by the Authority, and shall deliver to the Authority certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein. If requested by Authority, the Consultant shall submit copies of all required insurance policies, including



EXPOSITION LRT PROJECT PHASE 1

Claims Administration Services

Request for Proposal XP8901-847

	endorsements affecting the coverage required by these specifications.
Contract Attachment B Page 23 Section 34 Lack of Funds	Delete Section 34 Lack of Funds in its entirety and replace with the following: Funding for this Agreement is subject to the Authority's Board of Directors' approval of its annual budget. If this Contract is terminated due to the non-authorization of funds, Consultant shall be entitled to compensation only for Work performed for which funds were authorized.