



**ADDENDUM #1 – June 3, 2020**

**REQUEST FOR PROPOSALS (RFP)**

**SENATE BILL 743 – TECHNICAL ASSISTANCE FOR  
VMT THRESHOLD DEVELOPMENT**

**RFP DUE DATE: JUNE 8, 2020, 12PM PST**

The Transportation Agency for Monterey County (TAMC) is seeking request for proposals from qualified consultant or consultant team to develop vehicle miles traveled thresholds, screening maps and travel demand management strategies/trip reduction strategies for up to nine jurisdictions within Monterey County to meet the requirements of Senate Bill 743.

The Request for Proposals (RFP) and this addendum are available on the TAMC website at: <https://www.tamcmonterey.org/agency-info/bids-proposals/>

Questions concerning this addendum should be addressed to Madilyn Jacobsen at 831-775-4402 or [madilyn@tamcmonterey.org](mailto:madilyn@tamcmonterey.org)

**The following are TAMC's responses to questions on the RFP:**

*\*Questions posed via email before 12pm on June 3, 2020.*

1. How is the development of thresholds for this project expected to interface with thresholds separately established for cities not included in this scope of work?

A: Thresholds separately established by cities not included in this scope of work will function on their own. The intended outcome of the project is that each jurisdiction's thresholds will have their own purpose and use for that jurisdiction.

2. Is the expectation that one set of consistent baseline and threshold values be developed for all jurisdictions identified under the scope? Or, are multiple baselines and thresholds expected to be developed for individual jurisdictions or sub regions?

A: The intent is to develop multiple baselines and thresholds for the individual jurisdictions who opt to participate in the project.

3. The RFP states that there is no federal funding for this project, but then requires that the Project Budget be submitted using the appropriate Caltrans cost proposal formation. Can the TAMC please clarify which Caltrans template they are referring to and also please verify that the payment method will be cost plus fixed fee?

A: TAMC prepared a revised cost proposal in response to this comment. TAMC will consider cost plus fixed fee or lump sum payment methods through task orders.

The revised cost proposal template is linked here:

<https://tamcmonterey.sharepoint.com/:x:/g/EdtfNiikkHZLtxEbFvMad5kB4A7Yps77LmS1KnfdUF88mg?e=y7uDZi>

4. Will TAMC consider the following modifications to the contract terms?

#### **8. Indemnification.**

(c) **Indemnification for All Other Claims or Loss.** For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant's performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including ~~incidental and consequential damages~~, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, ~~directly or indirectly, in whole or in part~~, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, or a defect in a design furnished by TAMC. ~~To the extent there is an obligation to indemnify under this sub-paragraph 8(c), Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.~~

A: TAMC has reviewed the request and declines to change the language in Section 8.

5. Request to add the following language to the contract:

**33. Time is of the Essence.**

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the consultant does not control. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics (including COVID 19), adverse weather, or acts of TAMC, third parties, or governmental agencies.

A: TAMC recognizes that the Shelter-In-Place orders relating to COVID-19 have disrupted normal business and provides some uncertainty in a consultant's good faith ability to timely complete tasks. TAMC believes the language shown below, which would be added to Paragraph 33 of the proposed contract (Time is of the Essence) addresses the issue in a fair manner.

33. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

Notwithstanding the above, this Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances which are caused by factors outside of Consultant's reasonable control, including but not limited to war, acts of terrorism, riots, acts of God, and government restrictions or priority (including COVID 19) that affect the Consultant's ability to perform.

## Cost Proposal Worksheet

**Part A:** Provide a cost proposal based on completing the scope of work for an individual city, assuming 1 zone.

Name Category/Title Billing Rate	Staff #1	Staff #2	Staff #3	Staff #4	Staff #5	Staff #6	Staff #7	Staff #8	Staff #9	Staff #10	Total Hours	Total Labor	
	Task 1	Project Management & Coordination											
1.1	Review Existing County VMT/AMBAG Model/City VMT												
Task 2	Technical Assistance												
2.1	Develop VMT Thresholds												
2.2	Develop VMT Screening Maps												
2.3	Travel Demand Management - Mitigation												
Task 3	Report/Documentation												
Task 4	Contract Administration												
Task 5	Optional Task: Standard Sketch Planning Tool												
Total Hours:													
Sub-total Labor:													
Direct Costs:													
Total Cost:													

Fee % (included in total cost): \_\_\_\_\_

Fixed Fee Amount (included in total cost): \_\_\_\_\_

**Part B:** Provide a cost proposal based on completing the scope of work for unincorporated County of Monterey, assuming 5 zones.

Name Category/Title Billing Rate	Staff #1	Staff #2	Staff #3	Staff #4	Staff #5	Staff #6	Staff #7	Staff #8	Staff #9	Staff #10	Total Hours	Total Labor	
	Task 1	Project Management & Coordination											
1.1	Review Existing County VMT/AMBAG Model/City VMT												
Task 2	Technical Assistance												
2.1	Develop VMT Thresholds												
2.2	Develop VMT Screening Maps												
2.3	Travel Demand Management - Mitigation												
Task 3	Report/Documentation												
Task 4	Contract Administration												
Task 5	Optional Task: Standard Sketch Planning Tool												
Total Hours:													
Sub-total Labor:													
Direct Costs:													
Total Cost:													

Fee % (included in total cost): \_\_\_\_\_

Fixed Fee Amount (included in total cost): \_\_\_\_\_