May 12, 2020

Dear Sir/Madam:

Enclosed please find Addendum No. 2 for SEPTA’s RFP No. 20-00056-ARLW for the Comprehensive Bus Network Redesign.

Addendum No. 2 must be acknowledged by completing the Addendum Acknowledgement Form and submitting the Form with your Technical Proposal.

The due date for the submission of proposals of Thursday, May 21, 2020 by 11:00 A.M. (Prevailing Eastern Time) remains unchanged.

Addendum No. 2 addresses the modifications to the agreement.

Clarification questions and answers will follow under separate cover.

Any inquiries regarding this Addendum must be directed to Rebecca L. Ware of the Procurement, Supply Chain, & DBE Department at (215) 580-8325.

Thank you for your interest in the Authority.

Sincerely

Rebecca L. Ware

Rebecca L. Ware
Sr. Contract Administrator
Procurement, Supply Chain, & DBE
ADDENDUM NO. 2

ADDENDUM ACKNOWLEDGEMENT SHEET

SEPTA’s RFP No. 20-00056-ARLW-Comprehensive Bus Network Redesign

The attached Addendum to the Contract Documents is hereby part of the same and is incorporated in full as part of the Project. Proposer shall acknowledge Addendum No. 2 by completing and returning this Addendum Acknowledgement Sheet with the Technical Proposal.

FIRM NAME (typed or printed) ______________________________

AUTHORIZED SIGNATURE _______________________________

TITLE _____________________________

NAME (typed or printed) ___________________________________

DATE_____________________

The due date for the submission of proposals of Thursday, May 21, 2020 by 11:00 A.M. (Prevailing Eastern Time) remains unchanged.

Addendum No. 2 includes:

1. Remove: Page 10

2. Remove: Page 11

3. Remove: Page 12
   Replace With: Attached replacement page 12 – Removed Section 24. Insurance 24 (4) Professional Liability Errors & Omissions, paragraph (b) Named Insured and revised last paragraph on page.
1. **Part II Section 23 Indemnification below.**

In addition to all other obligations of Indemnification specified herein, Contractor/Consultant agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board members, officers, agents, servants, workers, and employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project (hereinafter collectively referred to as “SEPTA”), from and against any and all loss, cost, damage, liability and expense, including consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including caused by intentional misconduct, recklessness or negligence, arising out of in the performance of the work by Contractor/Consultant or those for whom Contractor/Consultant is legally liable by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor/Consultant, or injury, including death, to any person or persons, including employees of SEPTA, Contractor/Consultant, which may be sustained either during the term of the Contract, or upon or after completion of the Project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

   a. **Denied.**

2. **Part II Section 24 Insurance (a)(1) below.**

   (1) **Evidence of Insurance**

   Within ten (10) calendar days after receipt from SEPTA of notice of award of the Contract, the Contractor/Consultant shall furnish SEPTA’s Contract Administrator with Certificates of Insurance (including endorsements) (SEPTA’s RFP No. 20-00056-ARLW must be noted on certificates) and the declaration page for each required insurance. Upon SEPTA’s request, Contractor/Consultant shall provide any other documents which SEPTA may require as evidence of compliance with the insurance requirements. It shall be at SEPTA’s discretion whether the proof of insurance provided by Contractor/Consultant is sufficient evidence of compliance, such approval shall not be unreasonably withheld.

   a. **Denied. However, the insurance declaration pages can be redacted for proprietary information.**

3. **Part II Section 24 Insurance (a)(2) below.**

   (2) **Written Approval Required**

   Once all proper evidence of insurance has been received and reasonably accepted by SEPTA, SEPTA will provide written notification to Contractor/Consultant of such acceptance. SEPTA will not issue the Notice to Proceed until Contractor/Consultant has complied with insurance requirements and SEPTA has accepted the evidence of such compliance, such acceptance shall not be unreasonably withheld.

   a. **Denied.**
4. **Part II Section 24 Insurance (b)(2) below.**

(2) All policies shall provide for thirty (30) calendar days written notice to SEPTA, and all other Named Insured, before cancellation by the company issuing the insurance, except 10 days’ notice for nonpayment of premium. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement or notation on the Declarations Page.

   a. **Accepted – See revised language.**

5. **Part II Section 24 Insurance (d) below.**

For each policy that includes one or more Named Insured(s) or Additional Insured(s), the policy shall contain a Waiver of Liability, for all Named Insureds and Additional Insures, for the payment of premiums.

   a. **Denied.**

6. **Part II Section 24 Insurance (e)(2) below.**

(2) Commercial General Liability Insurance Coverage for Contractor/Consultant liability with respect to bodily injury and property damage to others. Products-completed operations, independent Contractor/Consultants and contractual liability coverages are to be included subject to the policy terms, conditions and exclusions.

   a. **Denied.**

   a. **Denied.**

   (a) **Limits of Liability**

   Coverage under this policy shall have limits of liability of not less than $1,000,000 ($1M) per occurrence, combined single limit for bodily injury (including disease) and property damage, $1,000,000 Personal and Advertising limit, and not less than $2,000,000 ($2M) in Annual General Aggregate and $2,000,000 ($2M) Products/Completed Operations Aggregate.

   a. **Denied.**

   (b) **Additional Insureds**

   Policy shall be written or endorsed to include Southeastern Pennsylvania Transportation Authority as Additional Insured.

   a. **Denied.**
(c) Other Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract, including indemnification provisions. Certificate or policy will state the coverage applied to the Contract described as: Comprehensive Bus Network Design.

a. Denied.

(d) Products Completed Operations Liability $2,000,000 ($2M) combined single limit per occurrence

a. Denied.

(e) Personal and Advertising Liability $1,000,000 ($1M) combined single limit per occurrence

a. Denied.

7. Part II Section 24 Insurance (e)(3)(a) below.

Coverage under this policy shall have limits of liability of not less than $1,000,000 ($1M) per occurrence accident, combined single limit for bodily injury and property damage (including loss of use).

a. Denied.

8. Part II Section 24 Insurance (e)(4) below.

(4) Professional Liability/Errors & Omissions Insurance Covering the liability damages to the extent caused by the negligent errors or omission in the performance of services by Contractor/Consultant for any and all errors or omissions committed by Contractor/Consultant in the performance of the work, regardless of the type of damages. Contractor/Consultant may elect to satisfy this requirement through the addition of endorsement CG2279 “Incidental Professional Liability” to its General Liability policy. The coverage shall be maintained during the period of the Work and for at least three (3) years following completion thereof.

a. Denied.

(a) Limits of Liability Coverage under this policy shall have limits of liability of not less than $1,000,000 ($1M) per occurrence claim and aggregate.

a. Denied.
(b) **Named Insureds**
Southeastern Pennsylvania Transportation Authority.

a. **Accepted – See revised language.**

9. **Part II Section 24 Insurance (e) below.**

SEPTA must be the certificate holder on all applicable liability coverage excluding workers’ compensation/employer’s liability and professional liability with respect to this project and it should be noted on the insurance certificate and policies. RFP No. 20-00056-ARLW must appear on each certificate.

a. **Denied.**

SEPTA must be provided with true copies of declaration pages and policies of insurance upon request.

a. **Denied.**

SEPTA is to be listed as an additional insured on all applicable liability policies excluding workers compensation/employer’s liability and professional liability.

a. **Denied.**

**General Liability, Vehicle Liability and Umbrella/Excess Liability** Each policy shall state that the insurance provided to the additional insured is primary and noncontributory to any other insurance available to the additional insured.

a. **Accepted – See revised language.**

SEPTA must be provided with proof of insurance that demonstrates compliance with these requirements as well as limits and other mandated aspects of coverage via a certificate of insurance.

Risk Management is only authorize to approve Self Insured Retentions (SIR) of $50,000 or less.

a. **Denied.**
10. Article 13

13. Data to Become Property of SEPTA

All data, notes and other works developed in the performance of the Contract shall become the sole property of SEPTA and may be used on any other Project without additional compensation to Contractor/Consultant. Contractor/Consultant agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. Contractor/Consultant, for a period of three years after completion of the Project, agrees to furnish all retained works on the request of SEPTA's Project Representative. Unless otherwise provided in the Contract, Contractor/Consultant shall have the right to retain copies of all works beyond such period.

Notwithstanding anything herein to the contrary, this Paragraph shall not apply to Contractor Data Product or Third Party Data, as those terms are defined below. SEPTA agrees that the Contractor’s pre-existing materials and underlying methodologies and intellectual property remain the property of the Contractor/Consultant. Nothing herein shall prevent the Contractor/Consultant from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished under this Contract to the extent that such services and products do not include confidential information of SEPTA.

SEPTA further agrees that any data obtained from third party vendors (“Third Party Data”) will be subject to such third party’s license terms and conditions, which will contain restrictions and limitations on the use of such data. The license terms of such Third Party Data may prohibit Contractor/Consultant from sharing the Third Party Data with SEPTA, and SEPTA agrees that the any such prohibitions on the Contractor’s/Consultant’s sharing of data shall take precedence over any inconsistent or conflicting terms of this Contract.

Additionally, it is possible that Contractor/Consultant may make use of data products owned or controlled by Contractor/Consultant, which include underlying Third Party Data combined with Contractor’s/Consultant’s processing and analysis of such data (Contractor Data Product). SEPTA’s use of and rights in such Contractor Data Product will be governed by the terms of a separate Data License Agreement, which would be entered into between SEPTA and Contractor/Consultant. Notwithstanding anything in this Contract to the contrary, Contractor/Consultant shall retain its ownership and use rights in the Contractor Data Product, including any enhancements or modifications thereto, whether produced for SEPTA or independently of this Contract. SEPTA shall receive a license to use the Contractor Data Product in accordance with the Data License Agreement, which shall take precedence over any inconsistent or conflicting terms of this Contract.

a. Denied.
11. Article 19

Contractor/Consultant shall defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, workers, employees, subsidizers and indemnities from liability of any kind and will pay all costs and expenses, including consequential damages, for or on account of or existing from any infringement or violation or alleged violation of any patent, trademark and/or copyright or any right of any person, firm or corporation resulting from any act, omission or negligence on the part of Contractor/Consultant in performance of the Contract provided that the deliverables under the Contract are not: altered, used in combination with other materials, or used inconsistently with their purpose.

a. Denied.

12. Article 23:

In addition to all other obligations of Indemnification specified herein, Contractor/Consultant agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project (hereinafter collectively referred to as “SEPTA”), from and against any and all loss, cost, damage, liability and expense, including consequential damages, reasonable counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence to the extent arising out of the Contractor’s negligence in the performance of the work under the Contract by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor/Consultant, or injury, including death, to any person or persons, including employees of SEPTA, Contractor/Consultant, which may be sustained either during the term of the Contract, or upon or after completion of the Project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

a. Denied.

13. Article 24c:

Contractor/Consultant shall include as an "Additional Insured" Southeastern Pennsylvania Transportation Authority in addition to any parties identified below to be designated on the policies for each respective type of insurance except for its Workers Compensation and Professional Liability coverage:

a. Accepted - See revised language.
14. *Article 24e* in its last sentence allows the Risk Management to approve Self Insured Retentions (SIR) of $50,000 or less. Please note and approve the Self Insured Retention which we have under our Professional Liability Policy in the amount of $100,000.

a. Denied.
In addition, Contractor/Consultant shall indemnify SEPTA for any fines and legal fees incurred because employees, agents, or workers supplied by Contractor/Consultant are not authorized to work in the United States.

24. Insurance

The Contractor/Consultant shall purchase and maintain the types of insurance, with the corresponding limits and other requirements as set forth below in Subsection 24(e). All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Work is to be performed. Contractor/Consultant shall require all subcontractors to carry the insurances required herein.

a. Proof of Compliance

(1) Evidence of Insurance
Within ten (10) calendar days after receipt from SEPTA of notice of award of the Contract, the Contractor/Consultant shall furnish SEPTA’s Contract Administrator with Certificates of Insurance (including endorsements) (SEPTA’s RFP No. 20-00056-ARLW must be noted on certificates) and the declaration page for each required insurance. Upon SEPTA’s request, Contractor/Consultant shall provide any other documents which SEPTA may require as evidence of compliance with the insurance requirements. It shall be at SEPTA’s discretion whether the proof of insurance provided by Contractor/Consultant is sufficient evidence of compliance.

(2) Written Approval Required
Once all proper evidence of insurance has been received and accepted by SEPTA, SEPTA will provide written notification to Contractor/Consultant of such acceptance. SEPTA will not issue the Notice to Proceed until Contractor/Consultant has complied with insurance requirements and SEPTA has accepted the evidence of such compliance.

b. Policies to Remain in Force

(1) Unless otherwise noted below, all required insurance must remain in force until all Work related to the Project is satisfactorily completed and all Work has been formally accepted by SEPTA in accordance in the Contract.

(2) All policies shall provide for thirty (30) calendar days written notice to SEPTA, before cancellation by the company issuing the insurance, except 10 days' notice for nonpayment of premium. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement.

(3) In the event that any or all of the insurance coverages required by the Contract is cancelled, are reduced below the required minimum limits, or lapse, then the Contractor/Consultant will be suspended from further performance of the Work until such time as replacement coverage satisfactory to SEPTA has been obtained and is in force. SEPTA will make no further payments to Contractor/Consultant until such requirement is satisfied.
c. Named Additional Insureds

Contractor/Consultant shall include as an "Additional Insured" Southeastern Pennsylvania Transportation Authority in addition to any parties identified below to be designated on the policies for each respective type of insurance: except for its Workers' Compensation and Professional Liability coverage.

d. Waiver of Liability for Premiums

For each policy that includes one or more Named Insured(s) or Additional Insured(s), the policy shall contain a Waiver of Liability, for all Named Insureds and Additional Insureds, for the payment of premiums.

e. Types of Insurance and Limits of Liability

Contractor/Consultant shall, as an express condition of payment under the Contract, provide and maintain at its own cost and expense, the following types of insurances with the stated, or greater, respective limits of liability.

(1) Workers Compensation Insurance

   Statutory Requirements per the Commonwealth of Pennsylvania

(2) Commercial General Liability Insurance

   Coverage for Contractor/Consultant liability with respect to bodily injury and property damage to others. Products-completed operations, independent Contractor/Consultants and contractual liability coverages are to be included.

   (a) Limits of Liability

       Coverage under this policy shall have limits of liability of not less than $1,000,000 ($1M) per occurrence, combined single limit for bodily injury (including disease) and property damage and not less than $2,000,000 ($2M) in Annual Aggregate.

   (b) Additional Insureds

       Policy shall be written or endorsed to include Southeastern Pennsylvania Transportation Authority as Additional Insured.

   (c) Other

       Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract, including indemnification provisions. Certificate or policy will state the coverage applied to the Contract described as: Comprehensive Bus Network Design.

   (d) Products Completed Operations Liability

       $2,000,000 ($2M) combined single limit per occurrence

   (e) Personal and Advertising Liability

       $1,000,000 ($1M) combined single limit per occurrence
(3) **Vehicle Liability**

Liability Insurance (cover all autos, trucks, and other vehicles used in connection with this Project) for bodily injury and property damage to others.

(a) **Limits of Liability**

Coverage under this policy shall have limits of liability of not less than $1,000,000 ($1M) per occurrence, combined single limit for bodily injury and property damage (including loss of use).

(b) **Other**

This policy shall be written or endorsed to include coverage for hired, leased or other non-owned vehicles.

(4) **Professional Liability/Errors & Omissions Insurance**

Covering the liability of Contractor/Consultant for any and all errors or omissions committed by Contractor/Consultant in the performance of the work, regardless of the type of damages. Contractor/Consultant may elect to satisfy this requirement through the addition of endorsement CG2279 “Incidental Professional Liability” to its General Liability policy. The coverage shall be maintained during the period of the Work and for at least three (3) years following completion thereof.

(a) **Limits of Liability**

Coverage under this policy shall have limits of liability of not less than $1,000,000 ($1M) per occurrence.

(5) **Umbrella/Excess Liability**

$1,000,000 ($1M) combined single limit per occurrence and $1,000,000 ($1M) Umbrella/Excess Liability Annual Aggregate.

SEPTA must be the certificate holder on all applicable liability coverage excluding workers’ compensation with respect to this project and it should be noted on the insurance certificate and policies. RFP No. 20-00056-ARLW must appear on each certificate.

SEPTA must be provided with true copies of declaration pages and policies of insurance upon request.

SEPTA is to be listed as an additional insured on all applicable liability policies excluding workers compensation and professional liability.

General Liability, Vehicle Liability, and Umbrella/Excess Liability shall state that the insurance provided to the additional insured is primary and noncontributory to any other insurance available to the additional insured.