

**MARYLAND AVIATION ADMINISTRATION  
Office of Procurement  
P. O. Box 8766  
Baltimore/Washington International Thurgood Marshall Airport  
Maryland 21240-0766  
July 15, 2015**

**Addendum No. 1**

**Expression of Interest  
MAA-AE-16-001**

**Comprehensive Environmental Planning Services at Baltimore/Washington  
International Thurgood Marshall and Martin State Airports**

**TO ALL PROSPECTIVE OFFERORS:**

This addendum is to provide further clarification to the Expression of Interest (EOI). To the degree that this addendum is inconsistent with the EOI, the terms of this addendum shall take precedence. In all other respects, the EOI remains unchanged and its terms and conditions are hereby reaffirmed. All addenda received should be acknowledged in the Acknowledgment of Receipt. Failure to acknowledge receipt of addenda does not relieve an Offeror from complying with terms of any such addenda.

**EOI DUE DATE**

**EOIs are due no later than  
4:00 p.m., July 28, 2015**

**It is recommended submittals be delivered by hand or commercial delivery service to:**

**Norie A. Calvert  
Office of Procurement & Contract Management  
Fourth Floor, C-405  
707 North Calvert Street  
Baltimore, MD 21202.**

**\* \* \***

This Addendum No. 1 consists of 3 pages and the following attachments:

Request for EOI:

- Attachment 1 – Insurance Requirements (9 pages)
- Attachment 2 – Acknowledgement of Receipt (1 page)

I. REVISIONS/ CLARIFICATIONS

A. Page 19, Respond by – **Remove:**

11. RESPOND BY: July 28, 2015, prior to **12:00** P.M. EST.

Page 19, Respond by – **Replace with:**

11. RESPOND BY: July 28, 2015, prior to **4:00** P.M. EST.

II. RESPONSES TO QUESTIONS FROM OFFERORS

Q1. On page 2 of the RFP, it states that no responses received after 4:00 p.m. EST on the date specified for this Contract will be accepted, no matter how transmitted. Then on page 19, it states to respond by July 28, 2015 prior to 12:00 p.m. Can you please confirm which time is correct?

A1. The correct time is prior to 4:00 p.m.

Q2. On page 15 of the RFP, it states that “The key staff individual experiences set forth should have been performed at large or medium-hub air carrier airports and general aviation reliever airports in the United States within the past five (5) years.” Then later on the same page under section C.v., it states, “The key staff individual experiences set forth must have been performed within the past ten (10) years.” Can you please confirm whether the experience shown on the resumes should be within 5 years or 10 years?

A2. Show overall airport experience for the past 10 years, with more specific airport environmental planning experience in the most recent 5 year period.

Q3. Can our experience outside of United States get considered?

A3. While international experience can be included in the EOI response, preference will be given to firms that demonstrate proven experience in U.S. NEPA-based environmental planning activities. In addition, any international environmental planning experience included in an EOI response shall identify similarities with U.S. Federal NEPA processes and equally unique State of Maryland environmental practices.

- Q4. What is the limit of insurance and is that for the company or the key personnel?
- A4. The Reduced Candidate Listed firms will receive specific Insurance Requirements as part of the Request for Technical Proposal. (Attachment 2 is a sample of Maryland Aviation Administration's insurance requirements. It is not specific to this project so the amounts may change.) The insurance certificate required with the Expression of Interest submission is for the Company.

END OF ADDENDUM

## CONTRACT INSURANCE REQUIREMENTS

- A. Contractor shall be responsible for indemnifying the MAA, the State of Maryland, the Maryland Department of Transportation, and their authorized officers, directors, agents, employees, volunteers, and representatives for Contractor's negligent operations authorized under this Contract and as set forth elsewhere in this Contract.
- B. Contractor shall, at its own cost and expense, take out and carry in effect, through the term of this Contract (as defined elsewhere in this Contract) a policy or policies of insurance, with a reputable insurance company that is financially sound and, when possible, authorized to conduct business in the State of Maryland and upon whom process in any suit or action or other proceeding in the courts of the State of Maryland or of the United States may be served, insuring Contractor against all liability, subject to policy terms, conditions and exclusions, for injuries to persons (including wrongful death) and damages to property caused by Contractor's use and occupancy of the Premises or otherwise caused by Contractor's activities and operations on said Premises or elsewhere at the Airport, the policy limits thereof to be in the minimum(s) which may be increased by the MAA, as deemed necessary, as set forth below. Said levels of insurance are to cover claims arising in connection with this Contract and shall not be subject to any degree of depletion as a result of claims arising in connection with other activities undertaken by the Contractor.

1. **Commercial General Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance.

- a. The CGL insurance and, if necessary, commercial umbrella insurance shall be a limit of ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence, which may be increased by the MAA, as deemed necessary.
- b. The CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage)

and shall cover liability arising from Premises, Operations, Independent Contractors, Products-Completed Operations, Personal Injury and Advertising Injury, and liability assumed under an insured contract, and contain separation of insureds (cross liability) condition. Explosion, Collapse, and Underground Property Damage Liability shall not be excluded.

- c. The CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the MAA. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. If the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- d. Waiver of Subrogation. Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the MAA and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance obtained by Contractor pursuant to this Contract.
- e. Additional Insureds Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to include the State of Maryland, the Maryland Department of Transportation, the MAA, and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract.
- f. Cancellation, Material Changes, or Non-Renewal Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to provide the MAA with at least ten (10) days for non-payment of premium, and thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change.

2. **Commercial Automobile Liability Insurance.**

- a. Contractor shall maintain automobile liability insurance and, if necessary, commercial umbrella liability insurance with limits, which may be increased by the MAA, as deemed necessary, as set forth below:
- 1) Non-Restricted Areas (Areas accessible to the General Public). A limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident.
  - 2) Restricted Areas (Non-Movement Area Access – Aircraft ramp areas). A limit of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) for each accident.
  - 3) Restricted Areas (Movement Area Access – Runways and Taxiways). A limit of not less than Five Million Dollars (\$5,000,000) for each accident.
- b. **The Contractor is required to comply with the limit provisions of commercial automobile liability insurance for restricted areas in section B.2.a.3)-Restricted Areas, apply to this Contract.**
- c. Such insurance shall cover liability arising out of any auto. If the Contractor does not own automobiles, then coverage, at a minimum, shall be for non-owned and hired autos.
- d. Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, or CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- e. Waiver of Subrogation. Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the MAA and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the business auto liability or commercial

umbrella liability insurance obtained by the Contractor pursuant to this Contract or under any applicable auto physical damage coverage.

- f. Designated Insured Endorsement (Additional Insured). The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed on ISO endorsement form CA 20 48 (or a substitute form providing equivalent coverage) to identify the State of Maryland, the Maryland Department of Transportation, the MAA, and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, as their interest may appear in connection with this Contract.
- g. Cancellation, Material Changes, or Non-Renewal Endorsement. The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the MAA with, ten (10) days for non-payment of premium, and at least thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change.

**3. Workers' Compensation and Employer's Liability Insurance.**

Contractor shall maintain workers' compensation and employer's liability insurance.

- a. Workers' Compensation. Coverage shall be at statutory limits as required by the laws of the State of Maryland.
- b. Employer's Liability. The commercial umbrella and/or employers liability limits shall be satisfactory to the MAA for each accident for bodily injury by accident or for each employee for bodily injury by disease, which may be increased by the MAA, as deemed necessary.
- c. Waiver of Subrogation Endorsement (WC 00 03 13). Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the MAA and their agents, officers,

directors, employee's, volunteers, and representatives for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver which must be available for review by the MAA in accordance with Paragraph H. Evidence of Insurance.

d. Cancellation, Material Changes, or Non-Renewal Endorsement.

The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the MAA with, ten (10) days for non-payment of premium, and at least thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change.

4. **Professional Liability Insurance.**

- a. Contractor shall maintain professional liability insurance covering losses caused by professional errors and omissions that arise from the operations of Contractor described under this Contract.
  - b. The professional liability insurance shall be a limit of FOUR MILLION DOLLARS (\$4,000,000.00) per loss, which may be increased by the MAA, as deemed necessary.
  - c. Coverage shall be written on a claims-made basis.
  - d. Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.
  - e. Extended Reporting Period. An extended reporting period or continuous coverage is not required for this contract.
  - f. Cancellation, Material Changes, or Non-Renewal Endorsement. The professional insurance shall be endorsed to provide the MAA with at least thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change, and ten (10) days for non-payment of premium.
4. Aircraft or Watercraft Liability. If any operations performed within the scope of this Contract by Contractor require the use of any aircraft or

watercraft (owned or non-owned), Contractor shall maintain liability insurance satisfactory to the MAA to cover such activities. Such coverage must be included as underlying insurance in any umbrella policies carried by the Contractor.

5. Other Insurance. If the contract services warrant, and other insurance is required during the term of this Contract, as determined by the MAA, the Contractor agrees to obtain such additional insurance at its own cost and expense within forty-five (45) days after receipt of written request from the MAA.
- C. Use of Subcontractors. The Contractor is responsible to ensure that all Subcontractors independently carry insurance to cover the Subcontractor's exposures.
- D. Self-Insured Retention (SIR) or Deductible. The use of a SIR or deductible is allowed. The limits of the SIR or deductible must be approved by the MAA.
- E. Insurance Company's Financial Rating. For those insurance companies subject to A.M. Best's ratings, they shall have an A.M. Best's rating of A- or better and a financial size category of VII or better. For those insurance companies not subject to A.M. Best's ratings, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the MAA with such approval not to be unreasonably withheld.
- F. Insurance shall be written on an occurrence, not claims made basis. Professional Liability Insurance shall be on a claims made basis.
- G. Required Endorsements.
  1. Additional Insureds Endorsement. All policies, except workers' compensation and professional liability, shall be endorsed to identify the State of Maryland, the Maryland Department of Transportation, the MAA, and their authorized officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract.
  2. Designated Insured Endorsement (Additional Insured). The automotive liability insurance and, if necessary, commercial umbrella insurance shall be

endorsed on ISO endorsement form CA 20 48 (or a substitute form providing equivalent coverage) to identify the State of Maryland, the Maryland Department of Transportation, the MAA, and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, as their interest may appear in connection with this Contract.

3. Cancellation, Material Changes, or Non-Renewal Endorsement. All policies shall be endorsed to provide the MAA, ten (10) days for non-payment of premium, and with at least thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change.
4. WC 00 03 13 Endorsement. An endorsement equivalent to WC 00 03 13 is required to effect the waiver of subrogation requirement for workers' compensation and employer's liability.

**H. Evidence of Insurance.**

1. Prior to the commencement of this Contract, unless otherwise specifically authorized by the MAA in writing, and at least annually thereafter, and as soon as possible after renewal but no later than twenty-five (25) business days after said renewal, the Contractor agrees to furnish the MAA with certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of this Contract.
  - a. Each certificate of insurance shall provide for thirty (30) days written notice to the MAA prior to the cancellation, non-renewal, or material change of any insurance referred to herein, and ten (10) days for non-payment of premium.
  - b. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will not reduce the obligation of the Contractor to maintain such insurance.
  - c. Certificate(s) of insurance shall indicate at a minimum;
    - (1) the type/kind of insurance in effect,
    - (2) the amount of insurance in effect,

- (3) the period of the policies,
- (4) the Contract Number of this Contract,
- (5) any applicable additional insured statement as referred to herein, and
- (6) if commercial umbrella or excess policies are obtained by Contractor to meet the required limits of insurance, then the certificate of insurance **must** indicate the policies covered by said umbrella or excess policies.

d. Required certificate(s) of insurance and shall be issued to:

**Maryland Aviation Administration  
Office of Procurement  
Post Office Box 8766  
Terminal Building, Third Floor  
BWI Airport, MD 21240-0766**

- 2. MAA reserves the right to review relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) at Contractor's designated location, evidencing the coverage required herein, upon written request from MAA. Contractor shall schedule an appointment to review the requested items within ten (10) business days of the MAA's written request. The MAA affirms it shall deem such information confidential commercial and/or confidential financial.
  - I. The failure of MAA, at any time or from time to time, to enforce the insurance provisions, to demand such certificate or request to view other evidence to determine full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the MAA harmless with respect to any items of injury or damage covered by this Contract.
  - J. Failure to maintain the insurance required by this Contract shall be the basis for termination of this Contract at MAA's option. The Contractor will not make

changes to the requirements as defined in this document without prior written consent of the MAA.

- K. No Representation of Coverage Adequacy.** By requiring insurance herein, the MAA does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the MAA in this Contract.
- L.** As indicated above, Contractor may use commercial umbrella liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract.
- M.** MAA reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in MAA's reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the MAA's interest.
- N. Incidents.** To the extent of Contractor's knowledge, Contractor shall send a written report to the MAA within twenty-four (24) hours or as soon as possible, but no more than four (4) business days, of Contractor's receipt of any knowledge of any accident or other event arising from the Contractor's performance of the Contract which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. A copy of the report shall be sent to:

**Maryland Aviation Administration  
Division of Procurement  
P. O. Box 8766  
BWI Airport, MD 21240-0766**

A. ACKNOWLEDGEMENT OF RECEIPT

**ADDENDUM NO. 1**

**MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND AVIATION ADMINISTRATION**

**MAA-AE-16-001  
COMPREHENSIVE ENVIRONMENTAL PLANNING SERVICES AT  
BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL  
AND MARTIN STATE AIRPORTS**

The undersigned acknowledges that **Addendum No. 1**, dated July 15, 2015, to Maryland Aviation Administration Specifications for Contract No. MAA-AE-16-001 has been received by the undersigned and will be incorporated in all copies of said specifications in the possession of the undersigned.

It is understood that all bids submitted in response to MAA-AE-16-001, will be presumed to be based upon full knowledge of the contents of **Addendum No. 1**.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature-Authorized Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTE:** PLEASE SIGN AND DATE THE "ACKNOWLEDGEMENT OF RECEIPT" AND RETURN IMMEDIATELY VIA FACSIMILE: 410-694-6290.