



January 2, 2026

Addendum No. 6

RFP Number: 26-T003

Title: North Texas MOVES BUILD GRANT- TRE Double Tracking Construction Project

This Addendum is issued to answer the submitted questions. **Answers are in RED******

1. When will the revised & added plans/specifications/documents/etc. be provided that are necessary from the Q&A responses? **Revised documents will be provided with these responses.**
2. Section 6.36 of the RFP, Liquidated Damages, states what we feel is a punitive amount of financial risk to the contractor should an incident occur for track movement delays. Given that much of the work is within the foul zone, and that some time periods during the day have 15 minutes between train movements, and that there is a limited nighttime window, this shifts an enormous amount of financial risk to the contractor.

Paragraph 3 through 5 of Section 6.36 Liquidated Damages has been revised as follows, however, Contractor can choose to include an alternative proposal with risk separated for Trinity Metro's consideration.

Revised language: If circumstances (i) or (ii) occur within the hours of 4:00 am and 9:00 am or between 2:00 pm and 7:00 pm (i.e., rush hours), the amounts shall be \$3,000 for the hour of delay, \$4,000 for the second hour or any part thereof, and \$5,000 for each hour or part thereof of delay thereafter. If an unscheduled service interruption occurs during any other hours, liquidated damages shall be assessed at the rates shown above discounted by ten percent (10%).

Impact to operations during special events (Texas State Fair and FIFA World Cup)

The liquidated damages apply to any situation when the Authority or Freight Rail operations are delayed due to contractor activities beyond the authorized allotted time period agreed to by the Authority including, but not limited, to circumstances when: (i) TRE, Freight trains, or on track equipment request to pass through the Form B limits and the contractor fails to clear the foul zone resulting in delays and/or preventing passage through the Form B limits at the maximum authorized speed resulting in delays; or (ii) the contractor fails to clear the foul zone at the end of an approved absolute window resulting in delays.

If circumstances (i) or (ii) occur within the hours of 4:00 am and 9:00 am or between 2:00 pm and 7:00 pm (i.e., rush hours), the amounts shall be \$6,000 for the first hour of delay; then \$7,000 for the second hour or any part thereof, and \$8,000 for each hour or part thereof of delay thereafter. If an unscheduled service interruption occurs during any

other hours, liquidated damages shall be assessed at the rates shown above discounted by ten percent (10%).

The total sum of all liquidated damages shall not exceed 10% of the Contract amount.

3. To make the risk more amenable, will Trinity Metro consider reducing the amount of Liquidated Damages and/or place a cap on the amount of damages that can be assessed to the contractor? Liquidated Damages are reduced per answer provided in #2 of Addendum No. 6.
4. We feel due to the size of the project that the LD amounts stated are many times higher than industry standard. Trinity Metro has revisited the liquidated damages and the revised language to Section 6.36 of RFP is provided in the answer to question #2 in this Addendum.
5. For the demolition of the existing bridges, the track will be removed by the track and systems contractor. Who is responsible for the removal of the existing ballast material from the structures? The Track Contractor will be responsible for the existing track and ballast removals on the existing bridge structures that are to be reconstructed.
6. Railroad flagging is being carried under an allowance item. Based on the length of the project and likely multiple areas with concurrent work occurring, if additional flagging is requested that will result in costs beyond the allowance amount, will the allowance be increased? If the allowance is deemed insufficient then increased funding can be considered.
7. Please provide a list of any environmental permits Trinity Metro has applied for or currently has for this project. None
8. Question 5 of Addendum 2 notes that Specification 02316 was provided, but does not seem to be attached to Addendum 2, and does not appear to be included with 2025-02-18-TRE Double Track IFB Specifications that was included with the initial RFP. Please advise where this specification can be found. Specification 02316 is provided with these responses
9. This provision prohibits Contractor from relief for any third party delays. Is it the intent that this includes delays caused by Owner's third party contractors? -No Will the Owner agree to clarify that Contractor will be entitled to both time and cost relief for any delays caused by Owner or its other contractors? -Yes
10. Will Owner agree to entertain caps on the LD's so as to allow Contractor to reduce its allocated risk money? Liquidated Damages are capped at 10% of Contract Amount.
11. Is it the intent for the Key Personnel LD's to be one time only payments? Would the Owner agree to allow language clarifying that these penalties would not apply if Contractor provided Owner advanced notice of the removal of one of its Key Personnel, provided Owner approves of the replacement? - Yes.

12. These insurance requirements differ from those in the RFP. Which provisions should the Contractor look to when pricing its bid? **Insurance requirements should equal or exceed what is required in Section 6.7 of the RFP on page 20.**

The following proposal documents have been revised and uploaded to Bonfire Portal and Website:

1. REVISED-26-T026-TRE Double Track F-14 Price Proposal Form
2. REVISED-26-T026-Double Track Plans 11 x 17
3. REVISED-26-T026-TRE Double Track IFP Specifications

The deadline for submitting questions was December 18, 2025, at 5:00 PM CST.

ALL TERMS OF THE REQUEST FOR PROPOSAL REMAIN THE SAME UNLESS CHANGED THROUGH A WRITTEN AMENDMENT TO THE REQUEST FOR PROPOSAL. NO ORAL CHANGES ARE BINDING. CHANGE REQUESTS MUST BE IN THE FORM OF A WRITTEN REQUEST TO BE ANSWERED IN A WRITTEN ADDENDUM.

RESPONDANTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE FORM 1 IN THEIR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE THE PROPOSAL

End of Addendum #6