



## ADDENDUM #4

October 10, 2022

RFP-22-T064

### General Planning Consultant

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#### **PURPOSE: Extend Submission Deadline to 10/14/22 and Modify Section 6.34.C: Indemnification**

1. Per Section 3.6 of the Request for Proposal (RFP), all questions and request for clarifications regarding the RFP are to be submitted to Aya Ealy by emailing [Contractmgmt@ridetm.org](mailto:Contractmgmt@ridetm.org). Also, Proposers shall not contact employees of Trinity Metro or the Board of Directors. All communication must be directly with Procurement concerning this RFP.
2. **Section 6.34C states:** If any legal limitations now or hereafter in effect affect the validity or enforceability of the indemnification obligations under this article, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the indemnification into conformity with the requirements of such limitations, and as so modified the indemnification obligations shall continue in full force and effect. The indemnification obligations under this Section shall not be limited to or by damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefits acts.

**Section 6.34C is amended to:** If any applicable law now or hereafter in effect affects the validity or enforceability of Contractor's indemnification obligations or other liability under this article or elsewhere under the Contract, such legal limitations are deemed incorporated into the indemnities and other liability provisions to the minimum extent necessary to bring the indemnities and other provisions into conformity with the requirements of applicable law. As so modified, the indemnifications and other liabilities shall be valid and in full force and effect to the fullest extent permitted by applicable law. Consistent with the foregoing, nothing in the Contract shall be deemed to impose upon a licensed engineer or registered architect whose work product is the subject of the Contract any obligation or liability not permitted under Sections 271.904(a) or 271.904(b) of the Texas Local Government Code, but Contractor's indemnity obligations and other liability with respect to any Work not subject to such sections of the Local

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



Government Code will not be limited thereby. Contractor shall at a minimum indemnify and hold harmless Trinity Metro against liability for damage arising from or in connection with the work product of a licensed engineer or registered architect, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Contractor or Contractor's agent, consultant under contract, or any other entity over which Contractor exercises control. The indemnification obligations under this Section shall not be limited to or by damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefits acts.

3. The Submission deadline is extended to October 14, 2022 at 2:00 P.M.

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