



# TRINITY METRO<sup>SM</sup>

**IFB-23-T026**

## **ADDENDUM #1**

**THIS ADDENDUM IS ISSUED TO: To Extend the Bid Deadline and Correct the following sections in the IFB.**

- 1. Change Bid Due Date to June 2, 2023 2:00 PM**
  - a. The bid opening will be on June 2, 2023 at 3:00 PM**

2. Replace 3.3 c with the following language:

**3.3 c) Construction Schedule:** The Contractor shall complete work according to the milestone schedule outlined in Section 5 SP 003 Period of Performance in this document. Approximately **155** days from Notice to Proceed.

3. Replace 505 Required Insurance with the following language:

### **505 Required Insurance**

The contractor shall incorporate all the provisions of this Section into any and all subcontract agreements of any tier and shall require its Subcontractors and Suppliers to cooperate fully with Trinity Metro, its representatives, agents, and assigns.

For any work under this Contract, and until Final Acceptance of the Work, Contractor, at its own expense, must promptly furnish to Trinity Metro's Insurance Administrator, certificates of insurance giving evidence that the following coverage is in force.

#### 1. Automobile Liability Insurance

Commercial Automobile Liability insurance is required which covers the use of all owned, non-owned,

and hired vehicles that are used in connection with the Project with limits and terms of not less than the following:

- a. \$1,000,000 Bodily Injury — Per Person
- b. \$1,000,000 Bodily Injury — Per Accident

- c. \$1,000,000 Property Damage — Per Accident or
- d. \$1,000,000 Combined Single Limit; and
- e. MCS-90 endorsement is required for transporting hazardous materials or waste

## 2. Worker's Compensation Insurance

Worker's Compensation Insurance is required with statutory limits with All States endorsement and Employer Liability Limits and terms of not less than the following:

- a. \$1,000,000 Bodily Injury with Accident, by Disease — Policy Limit

## 3. Commercial General Liability Insurance

Commercial General Liability Insurance is required with limits and terms as follows:

a. Combined Bodily Injury and Property Damage Limit of \$1,000,000 per occurrence, \$4,000,000, General Aggregate, with \$4,000,000 Products and Completed Operations, including the following terms, conditions and endorsements:

- i. Occurrence-Based Policy Form
- ii. Premise Operations
- iii. Contractual Liability endorsement
- iv. Products/Completed Operations to remain in place 5 years after the project
- v. completion
- vi. Policy Aggregates apply on a "Per Project" basis
- vii. Contractual Liability - covering Contractor's obligations herein
- viii. Broad Form Property Damage
- ix. Liability for Independent Contractors
- x. Medical Payments
- xi. Punitive Damages
- xii. Coverage shall be Primary & Non-contributory

## 4. Builder Risk

Insurance covering all risks of direct physical loss, in an amount of insurance equal at all times to the replacement value of materials delivered and labor performed.

The policy shall be insured jointly in the names of the Contractor and Trinity Metro. The Builder's Risk insurance shall be on an "all-risk" policy form and shall insure against the perils of fire, extended coverage, and physical loss or damage including, without duplication of other coverages, windstorm, theft, vandalism, malicious mischief, explosion, collapse, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Engineer's services and expenses required as a result of such insured loss

## 5. Contractor's Equipment

The Contractor and Subcontractors of any tier shall insure or self-insure the risk of loss or damage to equipment, tools, or personal effects, owned, rented, leased, or borrowed to or in the care, custody or control of Contractor, Subcontractor(s) of any tier, or any person(s) furnishing labor or Materials. TRINITY METRO will not be responsible for any loss or damage to, or for obtaining insurance for equipment, tools, or personal effects, owned, rented, or leased to or in the care, custody or control of Contractor or Subcontractors of any tier.

6. Additional Insureds

The Contractor required insurance (except for Workers' Compensation) shall include provisions or endorsement naming TRINITY METRO and its directors, officers, representatives, agents, employees, Consultants, Dallas Area Rapid Transit, & Trinity Lakes LLC as additional insureds with respect to Work or operations connected with the Contract for insurance required under this Section.

7. Certificates of Insurance

Prior to commencing work and within ten days of NTP issued, Contractor shall provide Trinity Metro with Certificates of Insurance evidencing the insurance required under the Contract. The Certificates shall include Contractor's name, name of the Contract, TRINITY METRO's Contract number, and reference to all of the provisions and endorsements required by this Section. The Certificates shall be signed on behalf of the insurer by its Authorized Representative. If requested in writing by Trinity Metro, Contractor agrees to furnish copies of such policies, or policy forms, certified by an Authorized Representative of the insurer.

Contractor and its Subcontractors of any tier will provide Trinity Metro's Insurance Administrator with a certificate of insurance setting out the above coverage, limits, and amendments to the certificate necessitated by changes to the Work to be performed under the Contract until the date of final payment.

All required certificates shall be forwarded to the insurance administrator at the following address:

TRINITY METRO  
Attention: Procurement  
801 Grove Street  
Fort Worth, Texas 76102

8. Insurance in Force

The Contractor provided insurance and additional insured endorsements on such policies shall remain in force until the Work described in the Contract has been completed and accepted by Trinity Metro, or in any event, not less than one year after the Final Acceptance of the Work. If for any reason insurance coverage is not kept in force, all Work will be stopped until an acceptable Certificate of Insurance is provided to Trinity Metro.

9. Notice of Cancellation

Insurance policies and certificates of insurance shall specifically provide that a thirty (30) day notice of cancellation, non-renewal, or material change is sent to the Insurance Administrator:

TRINITY METRO  
Attention: Procurement  
801 Grove Street  
Fort Worth, Texas 76102

10. Waiver of Subrogation

To the extent a loss is covered by the Contractor provided insurance required herein, the Contractor agrees to waive all rights of subrogation or recovery against Fort Worth Transportation Authority,

("Trinity Metro"), Trinity Railway Express, Dallas Area Rapid Transit, & Trinity Lakes LLC as additional insureds with respect to Work or operations connected with the Contract and their respective representatives, members of their governing boards, officers, directors, employees, agents, and consultants. The Contractor shall ensure that all its Subcontractors shall provide the same waiver.

The Contractor shall require all policies of insurance and maintained by the Contractor and all tiers of Subcontractors in connection with the Work or as otherwise required under this Agreement, to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Fort Worth Transportation Authority, Trinity Railway Express, Dallas Area Rapid Transit, Trinity Lakes LLC as additional insureds with respect to Work or operations connected with the Contract and their representatives, Officers, Executive Committee Members, directors, employees, agents, and consultants. The contractor shall ensure that all its Subcontractors shall provide the same waiver.

#### 11. Approval of Forms and Companies

All insurance described in this Contract shall be written by an insurance company or companies satisfactory to Trinity Metro, and shall be in a form and content satisfactory to Trinity Metro. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. A Best's rating of A- or better is required of all companies that provide insurance on the Project.

#### 12. Contractor Expense

Any type of insurance or any increase of limits of liability not described above that Contractor or its Subcontractor of any tier requires for its own protection or on account of any statute shall be its own responsibility and at its own expense.

#### 13. No Release

The carrying of the above-described insurance shall in no way be interpreted as relieving Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

#### 4. The following specifications have been revised and shall replace the previous versions:

- Section 01312 Project Meetings
- Section 01320 Construction Schedule and Progress Reports
- Section 01330 Submittals
- Section 01345 Construction Photographs
- Section 01500 Temporary Facilities and Services
- Section 01562 Soil Erosion and Sediment Control
- Section 01785 Project Record Documents

The following specification to be removed:

- Section 01047 System Safety Program
- Section 01321 Construction Schedule and Progress Reports for Small Projects
- Section 01533 Temporary Decking
- Section 01640 Authority Furnished Materials and Equipment

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 FORM 1 IN THEIR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE THE PROPOSAL.