



REQUEST FOR PROPOSALS
Comprehensive Operational Analysis
DULUTH TRANSIT AUTHORITY

Addendum #4

June 30, 2020

1. Please note, the due date for the Comprehensive Operational Analysis HAS BEEN CHANGED to **2:00 p.m. on WEDNESDAY, JULY 15, 2020.**

Please change your records accordingly.

2. Questions will be accepted until Wednesday, July 8, 2020. Responses will be provided on Thursday, July 9, 2020.

3. Regarding Task 7, Implementation Assistance and Scheduling: Please DELETE the word ~~or~~ in the line ~~and~~ zero for trippers 5.5hrs to 7.0hrs.+ The correct statement should be ~~and~~ zero trippers for 5.5hrs to 7.0hrs.+ The DTA prefers not to have any trippers over 5.5 hours.

4. Regarding the inclusion of the DTA's paratransit service, ~~STRIDE~~ in the COA, the DTA is always open to suggestions on improving fixed route service to persons with disabilities in a cost effective manner, but is not requesting a specific focus on the DTA's paratransit service for this study. Consultant must detail any impact there may be to paratransit service due to recommended fixed-route service changes.

5. Requested changes to the example contract within the Request for Proposal document are as follows:

a. Regarding a requested change to Article II, ~~Professional Fees and Payment~~, the DTA will not agree to add the following at the end of the Article+ ~~Notwithstanding a reduction or cancellation of the project, DTA shall pay Consultant for all work provided through the termination date.+ Payment for work completed after termination of the contract is provided for in the Federal Transit Administration Contract Clauses. Please see the FTA Contract Clauses, A.25, Termination+:~~ ~~The Duluth Transit Authority may terminate this contract in whole or in part, at any time by written notice to the Contractor when it is in the Duluth Transit Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.+~~

b. Regarding Article VI, ~~Reports and Inspection~~, subparagraph (f): The DTA will not agree to add the words ~~Upon payment of amounts due+~~ at the beginning of the paragraph, and delete the words ~~when prepared+~~. The DTA remits payment for ~~actual and allowable costs for each Task completed.+ and requires supporting documentation with Consultant's invoices. Data collection is included in each of the Tasks, the timing of completion of the Tasks is different from the timing of the invoices. The DTA owns all data when it is collected, and it cannot be held in reserve for payments.~~

6. . Regarding Article IX, ~~Indemnity and Insurance~~ in the sample Contract, please modify the paragraphs as follows:

7A. Indemnity. The Consultant shall defend, indemnify and save harmless, the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation from costs, charges, damages and loss of any kind that ~~may grow out of the matters covered by this Contract~~ resulting from any third-party claims arising out of, caused by, or resulting from the acts or omissions of the Consultant or subcontractors in the course of performing Work under this Contract. Said obligation does not include indemnification of the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation for claims of liability arising out of the sole negligent or intentional acts or omissions of the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation which are derivative of the negligence or intentional acts or omissions of Consultant, such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Consultant and other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulation applicable to this Agreement and to the work to be done and things to be supplied hereunder.+

7. Regarding the required insurance coverages for the example Contract, the DTA is agreeable to change the Automobile Liability Coverage to \$1,000,000. Please note the following changes:

7B. Insurance. During the term of this Contract, Consultant shall provide General Liability ~~and Automobile Liability~~ Insurance with limits not less than \$1,500,000 Single Limit, and Automobile Liability Insurance of not less than \$1,000,000 single limit, and shall be with a company ~~approved by the DTA~~ in a company having an ~~AM~~ Best rating of A minus or better, a Financial Size Category VII or better, and authorized to do business in the state of Minnesota, and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, Automobile Liability and Contractual Liability. Consultant shall also provide Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit, provided further that in the event the professional malpractice insurance is in the form of claims made insurance. Ten days notice prior to any cancellation or modification **for nonpayment** shall be required **from the Consultant**, and in such event, Consultant agrees to provide the DTA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation, or in the alternative, to purchase at its cost, extended coverage under the old policy for the period of the state of repose runs; the protection to be provided by said claims made insurance shall remain in place until the running of the statute of repose for claims related to this Contract.+

7C. The Duluth Transit Authority, ATE Management of Duluth, First Transit, Inc. and the Wisconsin Department of Transportation shall be named as an Additional Insured under the General Liability, Excess Umbrella Liability (an Umbrella policy with a following form provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation

shall be named as an additional insured) and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming itself, the Duluth Transit Authority, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation as additional insured. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance, if applicable. Consultant to ~~provide a certificate of insurance evidencing such coverage within 30 days notice of cancellation, non-renewal or material change provisions included.~~ **ten days notice prior to any cancellation or modification for nonpayment shall be required from the Consultant, and in such event, Consultant agrees to provide the DTA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation.** The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interest and liabilities.+

~~10.~~ If a certificate of insurance is provided, the **Consultant** must notify the DTA without fail not less than 10 days prior to any cancellation for nonpayment, non-renewal, or modification of the policy or coverage~~s~~ evidenced by said certificate and shall further provide that failure to give such notice to the DTA will render any such change or changes in said policy or coverages ineffective as against the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation.+

~~11.~~ The DTA shall be entitled to copies of all insurance policies or certificates of insurance required by the Agreement evidencing that the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation are so protected.+

No further changes to the Indemnification or Insurance provisions are approved.

8. Please ADD the following provision:

Article XV Legal Fees

The prevailing party in any dispute with respect to this Contract is entitled to recover reasonable legal fees and costs with respect to disputes under this Contract.+