



REQUEST FOR PROPOSALS
Comprehensive Operational Analysis
DULUTH TRANSIT AUTHORITY

Addendum #5

July 9, 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. Schedule changes are consistent with the DTA's contract with the drivers, for time per year. The schedule changes are the first Sunday in March, the first Sunday in June, the Sunday before the University of Minnesota Duluth fall semester (late August), and the first Sunday in December.

3. Please note that the COA Forms and Certifications must be included in the Respondent's submittal. Copies of these forms are available on the DTA website, www.duluthtransit.com/doingbusinesswithus. Subconsultants with contracts over \$50,000 also must complete the forms and include them with the Respondent's submittal.

4. Insurance requirements can be met with a combination of a base policy and an umbrella policy. Please see Article IX of the example Contract for Insurance Requirements: ~~%An~~ Umbrella policy with ~~the 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 as additional insureds).

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

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

~~%A. 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 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.~~ **1) intentional, willful or negligent acts or omissions, 2) breach of contract or warranty, or 3) breach of the applicable standard of care 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.+

These changes are consistent with MN Department of Transportation Standard Indemnification language.

6. The DTA does not have access to the Trapeze Spatial Import Tool for route planning.