



**ADDENDUM NO. 1**

**REQUEST FOR PROPOSAL  
FOR  
REFURBISHMENT OF SHELTER AMENITIES**

**RFP NO.: 2019-S-10**

**Date Issued: August 14, 2019**

**INSTRUCTIONS:**

- (1) PROPOSER is required to comply with this Addendum No. 1.
- (2) This Addendum No. 1 becomes a part of this Request for Proposal.
- (3) **PROPOSER is required to acknowledge this Addendum No. 1 in the proper place on the Certification and Statement of Qualifications form.**
- (4) For additional information, please contact Annie Hinojosa, Director of Procurement, or Sherrié Clay, Procurement Administrator, at (361) 289-2712.

This Addendum No. 1 is issued to make the following changes and clarifications on RFP No. 2019-S-10:

1. The Corpus Christi Regional Transportation Authority (CCRTA) has revised the schedule as follows :

Original:

5. **SUBMISSION OF PROPOSALS.**

5.1. Sealed Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:

**Corpus Christi Regional Transportation Authority**

**Staples Street Center**

**ATTN: Procurement Department**

**602 N. Staples Street**

**Corpus Christi, Texas 78401**

**Proposal For: RFP No. 2019-S-10 Refurbishment of Shelter Amenities**

**Proposal Due Date: Tuesday, September 3, 2019 by 3:00 PM**

**If hand delivery is preferred, please deliver to the CCRTA receptionist located on the third floor at the above location to be time and date stamped.**

5.2. **The Price Schedule should be submitted in a separately sealed envelope** along with the proposal. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the proposer for return of the proposal.

### 5.3. **Schedule**

Proposals shall be governed by the following schedule:

- **August 6, 2019 - RFP Issued**  
Proposal documents are available at the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **August 13, 2019 - Pre-Proposal Conference** at 3:00 pm (CST) at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. If you are unable to attend the pre-proposal conference but would like to remotely participate via GoToMeeting, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org).
- **August 20, 2019 - Request for Information Due**  
Written Requests for Information (Appendix H) are due by 3:00 PM (CST). Please submit **one** form for **each** Request for Information/Approved Equals. Request for Information/Approved Equals must be emailed to [procurement@ccrta.org](mailto:procurement@ccrta.org), hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **August 27, 2019 – CCRTA's Response to Request for Information Due**  
Responses will be posted as an addendum to the CCRTA's website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **September 3, 2019 - Proposals Due**  
Written proposals are due no later than 3:00 PM (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **Best and Final Offer – TBD**  
CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.

- **Tentative Contract Award – Wednesday, October 9, 2019**  
CCRTA Board of Directors will meet to award a contract to the successful Proposer.

Revised:

**5. SUBMISSION OF PROPOSALS.**

**5.1 Sealed Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:**

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
ATTN: Procurement Department  
602 N. Staples Street  
Corpus Christi, Texas 78401  
Proposal For: RFP No. 2019-S-10 Refurbishment of Shelter Amenities  
Proposal Due Date: Tuesday, September 10, 2019 by 3:00 PM**

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**5.5. Schedule**

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- **September 10, 2019 - Proposals Due**  
Written proposals are due no later than 3:00 PM (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **Best and Final Offer – TBD**  
CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.
- **Tentative Contract Award – Wednesday, October 9, 2019**  
CCRTA Board of Directors will meet to award a contract to the successful Proposer.

2. The Corpus Christi Regional Transportation Authority (CCRTA) has included the following clauses to the CCRTA's Standard Service Terms and Conditions:

**19. LIABILITY INSURANCE COVERAGE.**

**Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverages listed below having policy limits not less than the dollar amounts set forth:**

**Commercial general liability insurance with minimum policy limits of \$1,000,000.**

**(In the event motor vehicles will be used by Contractor to perform the services specified) Automobile liability insurance with a combined single limit of \$1,000,000.**

**Contractual liability insurance covering Contractors' indemnification obligations contained in this Contract.**

**Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverages shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request after award of contract.**

**20. WORKERS' COMPENSATION.**

**Contractor shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.**

**20.1 The following definitions shall apply:**

**Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance**

**coverage for the person's or entity's employees providing services on a project, for the duration of the project.**

**Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.**

**Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.**

**20.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.**

**20.3 Contractor shall provide a certificate of coverage to the CCRTA prior to being awarded the contract.**

**20.4 If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the CCRTA showing that coverage has been extended.**

**20.5 Contractor shall obtain from each person providing services on a project and furnish CCRTA:**

**20.5.1 a certificate of coverage, prior to that person beginning work on the project, so the CCRTA will have on file certificates of coverage showing coverage for all persons providing services on the project; and**

**20.5.2 no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.**

**20.6 Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.**

**20.7 Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.**

**20.8 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.**

**20.9 Contractor shall contractually require each person with whom it contracts to provide services on a project, to:**

**20.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;**

**20.9.2 provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;**

**20.9.3 provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;**

**20.9.4 obtain from each other person with whom it contracts, and provide to Contractor:**

**a certificate of coverage, prior to the other person beginning work on the project; and**

**a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;**

**20.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;**

**20.9.6 notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and**

**20.9.7 contractually require each person with whom it contracts, to perform as required by this subsection, with the certificates of coverage to be provided to the person for whom they are providing services.**

**20.10 By signing this Contract or providing a certificate of coverage, Contractor is representing to the CCRTA that all employees of Contractor who will provide service on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.**

**20.11 Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles the CCRTA to declare the Contract void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from the CCRTA.**



3. The Corpus Christi Regional Transportation Authority (CCRTA) has revised the termination clause to the CCRTA's Standard Service Terms and Conditions:

Original:

9. TERMINATION

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

Revised:

9. TERMINATION

**The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The Contract may be terminated by either party at any time, with or without cause, upon ten (10) days' written notice. Upon such termination, the Contractor shall deliver an invoice for all time and expenses incurred through the date of termination and deliver the same to the CCRTA for processing and payment.**