



## Addendum #1

**Port of Port Arthur  
Request For Qualifications  
Progressive Design-Build Services for  
Railyard Flyover Project  
RFQ No. 2024-06 (Port File 8.339)**

**Addendum Date: July 31, 2024**

***A. This Addendum shall be considered part of the RFQ documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original RFQ documents, this Addendum shall govern and take precedence.***

Addendum No. 1 consists of the following:

**The following Requests for Clarification have been submitted:**

1. **Q:** We kindly request your consideration of a two-week extension of the RFQ due date to finalize teaming arrangements in order to prepare a competitive response for submission.

**A:** We cannot extend the date for the submissions of Statements of Qualifications in response to the RFQ. The time and date for submissions remains unchanged.

2. **Q:** The RFQ states that we need to submit a letter or certificate evidencing that we can meet the minimum limits for the required insurance provided in Attachment C (Draft PDB Contract). However, the Draft PDB Contract does not specify any minimum limits - it only refers back to an "insurance exhibit" (we're assuming this is Exhibit A to the PDB Contract as referenced in the list of contract documents in Article 2.1.3). We cannot locate this.

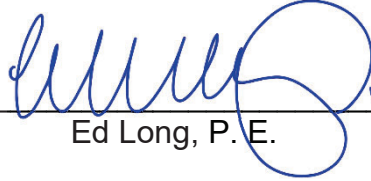
The Draft PDB also lists the General Conditions (Attachment B to the RFQ) as a contract document included by reference, but the General Conditions also do not include any minimum insurance limits and also refer back to "the insurance Exhibit in the Agreement"

**A:** Respondents shall refer to the attached documents for insurance requirements for this project: 1) "Insurance Requirements for Professional Services" (3 pages), and 2) "Insurance Requirement for Construction Contracts" (4 pages).

**Date and Time for Submissions remains the same**

End of Addendum

July 31, 2024  
Date



Ed Long, P. E.

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### Insurance Requirements for Professional Services

Engineer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering, Code 1 (any auto), or if Engineer has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Texas, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if Engineer provides written verification it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Engineer’s profession, with limit no less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate.

If Engineer maintains broader coverage and/or higher limits than the minimums shown above, the Port of Port Arthur requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Engineer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Port of Port Arthur.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

**The Port of Port Arthur, its officers, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Engineer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Engineer’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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### ***Primary Coverage***

For any claims related to this contract, the **Engineer's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Port of Port Arthur, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Port of Port Arthur, its officers, officials, employees, or volunteers shall be excess of the Engineer's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Port of Port Arthur.**

### ***Waiver of Subrogation***

Engineer hereby grants to the Port of Port Arthur a waiver of any right to subrogation which any insurer of said Engineer may acquire against the Port of Port Arthur by virtue of the payment of any loss under such insurance. Engineer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Port of Port Arthur has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Port of Port Arthur. The Port of Port Arthur may require the Engineer to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses with the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Port of Port Arthur.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Port of Port Arthur.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Engineer must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

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### ***Verification of Coverage***

Engineer shall furnish the Port of Port Arthur with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Port of Port Arthur before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Engineer's obligation to provide them. The Port of Port Arthur reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Subcontractors***

Engineer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Engineer shall ensure that the Port of Port Arthur is an additional insured on insurance required from subcontractors.

### ***Special Risks or Circumstances***

The Port of Port Arthur reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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### **I. INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

Contractor shall procure and maintain for the duration of the contract, *and for 2 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **II. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Texas with Statutory Limits including United States Longshoreman & Harborworkers coverage, as may be required. Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Umbrella/Excess Liabilities:** The Contractor shall provide Umbrella/Excess Liability insurance limits of at least the following:
  - a. For contract amount under \$5,000,000; At least \$5,000,000 limit
  - b. For contract amount from \$5,000,000 to \$25,000,000; At least \$10,000,000 limit
  - c. For contract amount from over \$25,000,000 to \$50,000,000; At least \$50,000,000 limit
  - d. For contract amount over \$50,000,000; At least \$50,000,000 limit
5. **Builder’s Risk:** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
6. **Surety Bonds:** as required and described below.
7. **Professional Liability:** (If Design/Build), with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
8. **Contractors’ Pollution Legal Liability:** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits

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maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### III. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 12 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

### Special Circumstances

4. **Owner's & Contractors Protective Liability:** Primary contractors employing sub-contractors shall purchase and maintain at its own expense, Owner's & Contractor's Protective Liability coverage naming the Port, it's officers, agents, and employees as insured in the same amount and coverage as provided for in the Contractor's Commercial General Liability Policy.
5. **Marine Operations:** If any operation involves the use of any form of watercraft, additional coverage may be required of Contractors as follows:
  - a. In the event the User is required to provide coverage pursuant to this section, such insurance on waterborne vessels shall comply with the following requirements:

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- i. If the User uses a chartered waterborne vessel in the operation hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Charter's Legal Liability Insurance, including full Maritime Employers Liability and Collision and Tower's Liability, covering bodily injury and property damage with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater.
- ii. If the User uses an owned waterborne vessel in the operations hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Hull and Machinery Insurance, including full Collision and Tower's Liability and protection and Indemnity Insurance (including crew) covering bodily injury and property damage, each with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater.
- iii. The Port of Port Arthur will be named additional insured and right of subrogation will be waived in favor of the Port of Port Arthur by endorsement acceptable to the Port of Port Arthur risk manager.

### ***Claims Made Policies-***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work,
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contractor work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusion. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Acceptability of Insurers:***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Waiver of Subrogation:***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any**



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endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

### ***Verification of Coverage***

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.

### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors, For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds when required by The Port or Port Arthur:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Texas and secured through an authorized agent with an office in Texas.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior, experience, insurer, coverage, or other circumstances.