

**ALAMEDA CORRIDOR  
MAINTENANCE SERVICES  
Request for Proposals dated September 30, 2024**

***Addendum No. 2***

**Issued November 07, 2024**

Notice is hereby provided that certain modifications are being made to the published Request for Proposals, as set forth herein.

- 1. The first sentence of Section 17.19 Payment and Performance Bonds of the Draft Agreement in Appendix A is hereby revised as follows:**

“Prior to commencing any work under the Agreement, Contractor shall apply for and furnish ACTA separate payment and performance bonds.”

- 2. The title on page E6-2 in Exhibit 6 of the Draft Agreement is corrected to:**

“Performance Bond”.

**17.17 Insurance for Subcontractors.** Contractor agrees to require all Subcontractors or other parties hired under this Agreement to provide the same types of insurance as required of Contractor unless otherwise agreed to by ACTA, except that the coverage limits with respect to the liability insurance policies described in Section 17.1 shall be Five Million Dollars (\$5,000,000). The Subcontractor's general liability insurance shall add as additional insureds all parties identified in Section 17.2 using ISO endorsement form CG 20 10 and form CG 20 37. Additional insured status shall include coverage for completed operations. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required hereby.

**17.18 Supply Copies of Insurance Policies.** Contractor shall provide to ACTA a copy of the insurance policies issued pursuant to this Article 17. Contractor shall provide to ACTA a copy of the insurance policies issued pursuant to Section 17.17 in connection with the Services performed by all Subcontractors or other parties hired under this Agreement. Contractor agrees to require all Subcontractors or other parties hired under this Agreement to comply with the requirements of this Section 17.18.

**17.19 Payment and Performance Bonds.** Prior to commencing any work under the Agreement, Contractor shall apply for and furnish ACTA separate payment and performance bonds ~~for the estimated value of one year of services under the Agreement~~. The performance bond shall be in the amount of 6 million dollars (\$6,000,000) and the payment bond shall be in the amount of 1.5 million dollars (\$1,500,000) covering 100% faithful performance of (at the time services are provided and one year after completion, and during any warranty or guarantee period) and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and material supplied for the work. All bonds shall be provided by a California admitted surety insurer with an AM Best's Guide rating of at least A:VIII and shall be executed on ACTA issued forms. Samples of the bonds are set forth in Exhibits 6.

## ARTICLE 18 CASUALTY

**18.1 No Requirement to Repair.** None of ACTA, Owner or Railroads shall have any obligation to repair or replace damage to the Maintained Facilities caused by a Force Majeure Event unless insurance proceeds are available to make such repairs or replacement. In furtherance of the foregoing, ACTA shall be entitled immediately and unilaterally to remove from service any portion of the Maintained Facilities, without liability to Contractor (other than for amounts due for Services performed prior to the Force Majeure Event), which are damaged or destroyed as a result of a Force Majeure Event. In such event, solely as between ACTA and Contractor, ACTA shall be responsible for (and shall pay all costs associated with) obtaining any governmental approvals or exemptions that may be necessary in connection with any such removal from service. Nothing in this Section 18.1 shall limit ACTA's right to remove from service any Maintained Facilities damaged by a Force Majeure Event under Section 18.2, regardless of the availability of insurance proceeds to make necessary repairs or replacements. In no event shall ACTA, Owner, the Railroads or Contractor have any liability to each other for injury to persons or damage to any property resulting from a Force Majeure Event.

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**PAYMENT PERFORMANCE BOND SAMPLE**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_

as principal \_\_\_\_\_, and \_\_\_\_\_

as surety(ies) are held and firmly bound unto THE ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY, a California Joint Powers Authority ("ACTA"), in the  
penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of  
the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly  
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: that whereas the principal entered into  
a certain contract, hereto attached, with ACTA, for the Alameda Corridor Maintenance  
Agreement (Rail Corridor and Non-Rail Components), Agreement No. \_\_\_\_\_  
("Contract").

NOW THEREFORE, if said principal(s) shall fail to faithfully perform and fulfill all the  
undertakings, covenants, terms, conditions and agreements of said Contract during the  
original term of said Contract and any extensions thereof that may be granted by ACTA,  
with or without notice to the surety(ies), and during the life of any guaranty required under  
the Contract, or shall fail to faithfully perform and fulfill all the undertakings, covenants,  
terms, conditions and agreements of any and all duly authorized modifications of said  
Contract that may hereafter be made, notice of which modifications to the surety(ies) being  
hereby waived, said surety(ies) shall fully and faithfully carry out and perform all of the  
terms, covenants and conditions of said Contract upon its part to be performed and if  
surety(ies) does so, then this obligation to be null and void, otherwise to remain in full force  
and effect, and in addition thereto, in case suit is brought upon this bond, the judgment  
rendered against the principal or surety(ies), or both, a reasonable attorney's fee, to be  
fixed by the court, taxed as costs and included in the judgment rendered therein, otherwise  
this obligation to be void.