

STANISLAUS REGIONAL TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

NO. 2021 - 01

OPERATION OF TRANSIT SERVICES

Addendum No. 3

Issued: April 26, 2021

Contact information:

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In response to questions, the attached clarifications and revised language are made part of the above cited Request for Proposals. All other terms and conditions remain in effect.

Please acknowledge receipt of this and any other Addenda on the proposal forms.

1. In Attachment B (Bus Maintenance Facility SAMPLE Lease Agreement), Section 16 has been changed from:

“LESSEE shall hold LESSOR, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including by not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney’s fees, and all costs and expenses, arising directly or indirectly out of any act or omission of LESSEE, whether or not the act or omission arises from the sole negligence or other liability of LESSOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Lease Agreement.”

To:

“LESSEE shall hold LESSOR, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney’s fees, and all costs and expenses, arising directly or indirectly out of any act or omission of LESSEE during the performance of its obligations under this Lease Agreement whether or not the act or omission arises out of the negligence of LESSOR, its agents, officers, employees or volunteers. LESSEE shall not be liable for the defense or indemnification of LESSOR for claims or actions arising out of the gross negligence or willful misconduct of LESSOR.”

2. In Attachment C (Transportations Center SAMPLE Lease Agreement), Section 14 has been changed from:

“LESSEE shall hold LESSOR, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including by not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of LESSEE, whether or not the act or omission arises from the sole negligence or other liability of LESSOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Lease Agreement.”

To:

“LESSEE shall hold LESSOR, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney’s fees, and all costs and expenses, arising directly or indirectly out of any act or omission of LESSEE during the performance of its obligations under this Lease Agreement whether or not the act or omission arises out of the negligence of LESSOR, its agents, officers, employees or volunteers. LESSEE shall not be liable for the defense or indemnification of LESSOR for claims or actions arising out of the gross negligence or willful misconduct of LESSOR.”