

# ADDENDUM

## CITY OF SUMNER

### Senior Center Shuttle Bus Transportation Services

**RFP Contact:** Ryan Windish, Community & Economic Development Director  
**Email:** ryanw@sumnerwa.gov **Phone:** 253-299-5524

#### Contract Terms & Pricing (1-9)

#	Question	Priority
1	What is the anticipated contract term (1 year, 3 years, 5 years)?	1-3 Years
2	What is the expected or desired service start date?	March 1, 2026
3	Is there an incumbent contractor? If so, what is the current contract value?	N/A
4	Does the City prefer an all-inclusive hourly rate, or a fixed fee?	Fixed fee
5	Is there a budget range or not-to-exceed amount for this service?	No
6	Is there a minimum guarantee of trips/hours, or is payment strictly per-trip?	We can provide min guarantee.
7	Is a fuel price adjustment mechanism available, or should fuel be fixed?	Reasonable fuel price adjustment may be possible
8	What are the payment terms (Net 30, Net 45)?	Net 45 days
9	Will the City consider annual price escalation tied to CPI?	Yes, we can talk about that.

#### Service Operations (10-17)

#	Question	Priority
10	What day of the week is the excursion typically scheduled?	Thursday
11	What are the typical departure and return times?	10AM-5PM
12	What is the average and maximum passenger count per trip?	14
13	How often do trips approach or exceed the 200-mile round-trip limit?	4-5 times per year
14	What is the cancellation policy and how much notice is provided?	1 week
15	Who determines the weekly destination – the City or the contractor?	City
16	How far in advance are destinations communicated?	1 month
17	Are there weeks when service is not needed beyond the 4-week gap?	Not running on City Holidays so may have to alter a day, (e.g. July 4 <sup>th</sup> ).

## Vehicle & Driver Requirements (18-21)

#	Question	Priority
18	Is there a maximum vehicle age or mileage requirement?	No, just needs to be dependable, clean, etc.
19	What specific ADA features are required (lift type, securement positions)?	Needs a lift, not sure what type.
20	What are the specific background check requirements (level, lookback)?	Background check through WSP.
21	Must the backup vehicle meet identical specifications to primary?	Yes

## Insurance & Compliance (22-25)

#	Question	Priority
22	What are the minimum general liability insurance limits required?	See attached insurance requirements.
23	What are the minimum auto liability insurance limits required?	See attached insurance requirements.
24	Is workers' compensation required, and at what limits?	Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
25	Is an umbrella/excess liability policy required? If so, what limit?	Umbrella insurance only required if the provider doesn't have a policy that already meets the limits required above.

# INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

*Includes consultants, architects, engineers, accountants, and other professional services.*

## **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **A. Insurance Term**

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

## **B. No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

## C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

## D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

## E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

## F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

## G. Verification of Coverage

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

## H. Notice of Cancellation

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

## I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

## J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.