



ADDENDUM #2

DATE: June 26, 2025

TO: Prospective Proposers

RE: Addendum #2
Architecture & Engineering Services
Tyler Junior College
RFQ #25-07

NOTICE TO PROPOSERS:

This addendum forms a part of the RFQ. Acknowledge receipt of this addendum in the space provided on the Vendor Verification Form. Failure to do so may subject proposer to disqualification.

Question #1: On page 10 of the RFQ, the vendor is asked to provide details of all past or pending litigation or claims filed against the vendor... Can we just make the timeframe the last 3 or 4 years?

Answer:

In reference to the requirement stated on page 10 of the RFQ:

“Vendor will provide details of all past or pending litigation or claims filed against vendor that involve allegations of malpractice, negligence, gross negligence, professional errors, and/or omissions, criminal allegations, or breach of contract.”

The College clarifies that vendors are only required to disclose:

- All pending litigation or claims, regardless of date, and
- All past litigation or claims filed against the vendor **within the last five (5) years** that involve the allegations specified above.

Question #2: On page 6 of the RFQ, the insurance requirements are referenced to Article 14 of the Proposed Agreement. Where do I find copy of the Proposed Agreement or at least a copy of Article 14?

Answer: We have removed the “proposed agreement” from our solicitation document and we did not update the wording in the paragraph in question. You can find an excerpt from a draft agreement regarding insurance requirements here (next page):



INSURANCE

Insurance: For services performed on Owner's premises, the Services Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement. All policies must include a waiver of subrogation and other rights in favor of Owner and must list Owner, its board and employees, as additional insureds.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive General Liability	
- Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
- Property Damage	\$1,000,000 each occurrence
Commercial Auto Liability	
- Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
- Property Damage	\$1,000,000 each occurrence

Professional Liability Insurance: The Services Provider shall carry such professional liability and errors and omissions insurance-covering the services provided by the Services Provider and any and all consultants, as acceptable to and approved by the Owner. The fees for such insurance shall be at the expense of the Services Provider.

Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days prior written notice to Owner.

Policy Review: Upon request the Services Provider shall furnish complete sets of its insurance policies to Owner for review.

Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000 and (i) providing coverage in excess of the coverages of, and (ii) "following form" subject to the same provisions as the underlying policies required in Sections 14.01 and 14.02.

Contractor will deliver to Owner:

Evidence, satisfactory to Owner, of the existence of all insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Services Provider under this Agreement.

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Additional evidence, satisfactory to Owner, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation, and Employer's Liability, and Professional Liability, will name and the evidence will reflect Owner (and its board and employees) as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to Owner.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Umbrella/Excess Liability Insurance, will be kept in force until receipt of Final Payment by Owner to Services Provider; and

Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Design & Architectural Services for a New Student Housing Building have been fully performed and accepted by Owner in writing.