



Yuba-Sutter Transit Authority
REQUEST FOR PROPOSALS (RFP) #04-26
Construction Quality Assurance Services for the Next Generation Transit Facility
Addendum #4

Date: 10/02/2026

Questions & Answers

1. Limitation of Liability and Consequential Damages
Attachment C – Article 12

The Agreement does not contain an aggregate limitation of the Consultant's liability, and Section 12.6 states that the indemnity and defense obligations are not limited by the insurance limits required under the Agreement. Will the Authority accept:

- a. A commercially reasonable aggregate limitation of the Consultant's liability applicable to contractual, tort, indemnity, and defense obligations, subject to mutually agreed exclusions; and
- b. A mutual waiver of consequential, indirect, special, exemplary, and punitive damages?

No. The Agreement's existing provisions regarding liability, indemnification, defense obligations, and damages will remain unchanged. The Authority will not agree to an aggregate limitation of liability or a mutual waiver of consequential, indirect, special, exemplary, or punitive damages.

2. Professional Standard of Care, Re-Performance, and Consultant Role
Attachment C §§3.3(B), 3.3(E), 5.6; Scope of Services; Attachment F Clause 16

Will the Authority confirm that:

- a. All Consultant services, reviews, recommendations, certifications, observations, and correction obligations are governed by the applicable professional standard of care and do not create a warranty, guarantee, or perfection standard;
- b. The Consultant's obligation to correct or re-perform services at no additional cost applies only to the extent an error or deficiency results from the Consultant's negligent act, error, omission, or failure to meet the applicable professional standard of care;
- c. Deficiencies resulting from inaccurate Authority information, Authority direction, changed requirements, or the acts or omissions of the Design-Builder or other third parties will not constitute uncompensated re-performance by the Consultant; and
- d. The Consultant's review and observation responsibilities, including those under Attachment F Clause 16 regarding seismic safety, do not transfer to the Consultant responsibility for the Design-Builder's design, construction means and methods, sequencing, site safety, or independent compliance obligations?



- a. The Authority generally agrees that the Consultant's professional services will be performed in accordance with the applicable professional standard of care and that the Consultant is not providing a warranty or guarantee of a particular project outcome. The Consultant's obligations remain subject to the requirements of the Contract Documents and applicable law.
- b. The Consultant will be responsible for correcting or re-performing services, at no additional cost to the Authority, to the extent such correction or re-performance is required due to the Consultant's failure to perform its contractual obligations in accordance with the applicable standard of care. Nothing in the Contract is intended to make the Consultant responsible for the Design-Builder's means and methods, sequencing, site safety, or other independent obligations of the Design-Builder.
- c. The Consultant is not responsible for deficiencies caused solely by inaccurate information provided by the Authority, changes directed by the Authority, or the acts or omissions of the Design-Builder or other third parties, except to the extent the Consultant has an independent contractual or professional obligation applicable to the matter.
- d. The Consultant's review, observation, certification, and other services including those addressing seismic safety under Attachment F, Clause 16 do not transfer to the Consultant responsibility for the Design-Builder's design, construction means and methods, sequencing, site safety, or independent compliance obligations. However, the Consultant remains responsible for performing the specific review, observation, reporting, and other services expressly required by the Contract Documents.

The Authority will evaluate any disputed responsibility based on the applicable Contract requirements, facts and circumstances, and applicable law.

3. Reliance on Authority Information, Changes, Delay, and Extended Duration
Attachment C §§3.2, 3.3(C), 7.1–7.3; RFP §2.19

The Consultant's staffing, fee, and schedule necessarily rely on project information and schedule assumptions furnished by the Authority. Will the Authority confirm that:

- a. The Consultant may reasonably rely on Authority-furnished information except for errors a consultant exercising the applicable professional standard of care should reasonably identify;
 - b. RFP §2.19's equitable-adjustment process will apply under the resulting Agreement; and
 - c. The Consultant will receive an equitable adjustment to compensation and schedule for material changes including inaccurate or incomplete Authority information, Authority-directed changes, exercised betterments, changed requirements, additional design packages or review cycles, Authority or Design-Builder delay, extension of the anticipated construction duration, or exercise of the option year?
- a. Yes. The Consultant may reasonably rely on Authority-furnished information provided for the Consultant's use in performing the Services, subject to the Consultant's applicable professional standard of care and responsibility to identify material errors, inconsistencies, or omissions that a similarly situated professional should reasonably identify.
 - b. Yes. The equitable-adjustment process set forth in RFP §2.19 will apply to the resulting Agreement, subject to the terms and conditions of the executed Agreement.
 - c. No. The circumstances identified in the question do not automatically entitle the Consultant to an adjustment in compensation or schedule. Any adjustment must qualify as a compensable change under the resulting Agreement and must be processed in accordance with its applicable



change, notice, documentation, and authorization requirements. The Consultant will remain responsible for performing all Services within the agreed scope and for project conditions, assumptions, coordination, and risks expressly assigned to the Consultant under the Agreement.

The exercise of an option year, acceptance of a betterment, routine Authority or Design-Builder coordination, ordinary review cycles, or changes that are within the Consultant's existing scope or reasonably foreseeable based on the RFP will not, by themselves, constitute a compensable change. If the Consultant disputes whether work constitutes a change or is compensable, the Consultant shall nevertheless continue performing the Services as directed by the Authority, without interruption, pending resolution of the dispute in accordance with the Agreement.

4. Prevailing Wage, Davis-Bacon, and CWHSSA
Attachment C §5.7; Attachment F Clauses 14 and 23

Will the Authority confirm that:

- a. The indemnity in Attachment C §5.7 will be limited to claims, penalties, costs, or liabilities arising from the Consultant's or its subconsultants' own noncompliance, or from the Consultant's negligent performance of labor-compliance duties expressly assigned to it, and will not extend to independent violations by the Design-Builder or other third parties;
- b. Any such indemnity will remain subject to applicable proportionate-fault and limitation-of-liability provisions;
- c. Federal Davis-Bacon/Copeland requirements under Attachment F Clause 14 apply to the Consultant or its subconsultants only to the extent they employ laborers or mechanics performing work subject to those federal requirements; and
- d. Attachment F Clause 23, Contract Work Hours and Safety Standards Act, similarly applies only to the extent the Consultant or its subconsultants employ laborers or mechanics subject to that Act? Please also clarify the Authority's intended application of California prevailing-wage requirements to professional field inspection personnel under this contract.

The Authority generally confirms the following, subject to the terms of the Contract and applicable federal and state law:

- a. The indemnification requirements in Attachment C, §5.7, are intended to apply to claims, penalties, costs, or liabilities to the extent arising from the Consultant's or its subconsultants' acts, omissions, or noncompliance, including negligent performance of duties expressly assigned under the Contract. The provision is not intended to make the Consultant responsible for independent violations of the Design-Builder or other third parties, except to the extent otherwise provided by the Contract or applicable law.
- b. The indemnification obligation is subject to applicable law and the express terms of the Contract, including any applicable limitations of liability, allocation of responsibility, and other contractual limitations.
- c. Attachment F, Clause 14 applies to the Consultant and its subconsultants to the extent their personnel perform work subject to the applicable federal Davis-Bacon and Copeland requirements. The applicability of those requirements will be determined based on the work actually performed and applicable federal law.
- d. Attachment F, Clause 23 applies to the Consultant and its subconsultants to the extent their personnel perform work subject to the Contract Work Hours and Safety Standards Act and its



implementing requirements.

California prevailing-wage requirements apply to covered work performed on the public works project as required by applicable California law. The Authority does **not** intend to categorically characterize all professional field inspection personnel as prevailing-wage workers solely because they are present at the project site. Applicability will depend on the nature of the services and work actually performed and applicable DIR requirements. The Consultant shall be responsible for complying with prevailing-wage requirements to the extent applicable to its personnel and subcontractors.

5. Public Records Act Indemnity
Attachment C §9.5(D)

Will the Authority delete the Consultant's Public Records Act defense and indemnity obligation in §9.5(D)?

Alternatively, will the Authority limit that obligation to losses arising directly from the Consultant's wrongful designation of Consultant-provided information as legally exempt from disclosure, subject to the Agreement's applicable fault standard and aggregate limitation of liability?

The Authority is not inclined to delete the defense and indemnity obligation in §9.5(D). However, the Authority will clarify that the provision is intended to apply only to claims, losses, or liabilities arising from the Consultant's acts or omissions in connection with information provided or designated by the Consultant as exempt from disclosure under applicable public records laws. The provision remains subject to the Agreement's applicable fault standard and any otherwise applicable limitation of liability.

6. Consultant Remedies, Suspension, and Termination
Attachment C Article 13; Attachment F Clause 27

Will the Authority confirm that the final Agreement will:

- a. Provide the Consultant a right to terminate for the Authority's material breach, including prolonged failure to pay undisputed amounts, following written notice and a reasonable opportunity to cure;
- b. Provide an equitable adjustment to schedule and compensation, including reasonable unavoidable demobilization and remobilization costs, if the Authority suspends or materially delays all or a substantial portion of the Consultant's services for reasons not caused by the Consultant;
- c. Permit the Consultant to terminate upon written notice if such a suspension continues for a prolonged period; and
- d. Confirm that the professional-services/Architect-and-Engineer termination provisions of Attachment F Clause 27 govern this CQA Agreement and that provisions specifically applicable to construction, supplies, or transportation contracts—including surety, takeover-of-plant/materials, and completion-cost provisions—do not apply to the Consultant?

The Agreement will include the FTA-required terms and conditions, including the applicable termination provisions in Attachment F, Clause 27. The specific contractual provisions requested by the Proposer may be considered during the negotiation phase of the procurement with the highest-



ranked Proposer, subject to the Authority's approval and applicable requirements.

The Authority is not confirming the specific provisions proposed in items (a) through (d) at this stage of the procurement. Proposers should base their proposals on the Agreement and solicitation documents as issued.

7. Pre-Existing and Background Intellectual Property

Attachment C Article 9

Will the Authority confirm that ownership of project-specific work product does not transfer ownership of the Consultant's pre-existing or independently developed methodologies, templates, forms, software, tools, processes, know-how, or other background intellectual property?

To the extent such background intellectual property is incorporated into a project deliverable, the Consultant proposes that the Authority receive a perpetual, nonexclusive license to use the incorporated material for purposes of the Project.

The Authority recognizes that a Consultant may have pre-existing or independently developed intellectual property, methodologies, templates, tools, software, processes, and know-how that are not developed specifically for the Project. Ownership of such pre-existing or independently developed materials will remain with the Consultant, provided they are not developed specifically for the Authority under the Agreement.

To the extent such Consultant background materials are incorporated into Project-specific deliverables, the Consultant shall grant the Authority sufficient rights to use, reproduce, modify, and distribute such materials as reasonably necessary for the Authority's ownership, use, operation, maintenance, modification, and continued development of the Project and the resulting deliverables. The specific rights and any applicable limitations will be governed by the Agreement.

The Authority does not intend to require transfer of ownership of a Consultant's general, pre-existing intellectual property solely because it is used in performing the Services.

8. Insurance Requirements

Attachment A – Insurance Requirements

Will the Authority accept the following revisions:

- a. Required limits. The Authority's rights to insurance proceeds will be limited to the coverage and limits required by the Agreement and will not extend to broader coverage or higher limits maintained by the Consultant for other purposes.
- b. Cancellation / material change notice. The Consultant, rather than its insurer or self-insurance administrator, will provide the Authority 30 days' written notice of cancellation, nonrenewal, or material reduction in required coverage to the extent such advance notice is available to the Consultant.
- c. Waiver of subrogation. Waiver-of-subrogation requirements will apply to the extent permitted and provided by the applicable insurance policies.
- d. Deductibles and self-insured retentions. Deductibles and self-insured retentions will be solely borne by the Consultant and will not be subject to Authority approval, forced reduction, or satisfaction by the Authority.



- e. Insurer financial rating. The minimum acceptable A.M. Best Financial Strength Rating / Financial Size Category will be A-:X, or better, unless otherwise acceptable to the Authority.
- f. Claims-made professional liability. Claims-made requirements will apply to professional liability coverage as applicable. The retroactive date need not be shown on the certificate but will precede the Agreement or commencement of services. Professional liability coverage will be maintained for five years after completion; if coverage is canceled or nonrenewed and not replaced with prior-acts coverage, the required extended-reporting period will be three years.
- g. Evidence of coverage. Certificates of insurance and applicable blanket endorsements will constitute satisfactory evidence of coverage. The Authority may review the evidence of coverage, but the Consultant will not be required to provide complete certified copies of its corporate insurance policies, including the complete professional liability policy.
- h. Required endorsement wording. The Consultant may provide blanket additional-insured and waiver-of-subrogation endorsements that satisfy the required coverage without reproducing prescribed certificate or endorsement wording that is not available under the Consultant's insurance program.
- i. Authority's own acts. Additional-insured coverage will apply with respect to liability arising from the Consultant's work or operations and will not require the Consultant's insurers to insure or defend the Authority for the Authority's independent acts, errors, or omissions.
- j. Changes during performance. The Authority will not unilaterally increase or otherwise modify the Consultant's required insurance limits, require reduction or elimination of the Consultant's deductible/SIR, or require a replacement bond during performance except through a mutually agreed amendment addressing any associated cost.
- k. Renewal evidence. The Consultant will maintain required coverage without interruption and may provide evidence of renewal or replacement within 15 days after the renewal or replacement becomes effective.
- l. Insurance noncompliance remedies. An administrative deficiency in insurance documentation will not permit immediate suspension or termination where the required coverage remains in force. The Consultant will be afforded written notice and a reasonable opportunity to cure the documentation deficiency.
- m. Review of insurance documents. The Authority Attorney or Risk Manager may review the Consultant's insurance documents, but the Authority's review will not constitute final approval of the Consultant's corporate policy forms or preclude commercially equivalent policy substitutions that maintain the required coverage.
- n. Relationship to indemnity. The insurance requirements will not limit or expand the applicability, scope, or obligations of the indemnification and defense provisions in Article 12.

The Authority will not address or agree to the specific requested contractual provisions at this stage of the procurement. The provisions identified in items (a) through (n) may be considered during negotiations with the highest-ranked Proposer, subject to the Authority's approval, the terms of the solicitation, and applicable law and requirements. No response to these items shall be construed as modifying, waiving, or supplementing the Agreement or the Authority's insurance requirements.

This response applies to the following requested provisions:

- (a) Required limits
- (b) Cancellation / material change notice
- (c) Waiver of subrogation



- (d) Deductibles and self-insured retentions
- (e) Insurer financial rating
- (f) Claims-made professional liability
- (g) Evidence of coverage
- (h) Required endorsement wording
- (i) Authority's own acts
- (j) Changes during performance
- (k) Renewal evidence
- (l) Insurance noncompliance remedies
- (m) Review of insurance documents
- (n) Relationship to indemnity

9. Buy America / Build America, Buy America Certification
Attachment D; Attachment F Clause 25

The Consultant will provide professional Construction Quality Assurance services and will not itself furnish or incorporate iron, steel, manufactured products, or construction materials into the Project. Please confirm:

- a. Whether a Buy America / Build America, Buy America certification is required to accompany the Consultant's proposal; and
- b. If the certification is not applicable to this professional-services procurement, that its omission will not cause the proposal to be considered nonresponsive.

a. Yes. A signed Buy America/Build America, Buy America (BABA) certification is required with the Consultant's proposal. The certification is applicable to the Consultant's responsibilities for oversight and verification of the Design-Builder's compliance with applicable Buy America/BABA requirements. The Consultant is not required to certify that it will itself furnish or incorporate covered iron, steel, manufactured products, or construction materials.

b. Not applicable. Because the signed certification is required as part of the Consultant's proposal, failure to submit the required certification may result in the proposal being deemed nonresponsive, consistent with the requirements of the RFP.

10. Current Federal Regulatory References
Attachment F

Several Attachment F provisions appear to contain superseded or outdated federal regulatory references. Please confirm that:

- a. The Consultant will be required to comply with the applicable current federal statutes, regulations, and FTA requirements in effect for this procurement; and
- b. Outdated references, including those to FTA Circular 4220.1G, former 49 CFR Parts 18 and 19, former 49 CFR Part 29, and the outdated Part 633 citation, will be conformed as appropriate prior to contract execution.

a. Yes. The Consultant will be required to comply with all applicable federal statutes, regulations, and FTA requirements in effect and applicable to the procurement and resulting contract.



b. The Authority may update or conform Attachment F as necessary to reflect applicable federal requirements. The Consultant will be required to comply with applicable federal statutes, regulations, and FTA requirements, including applicable requirements that become effective after contract execution, for the duration of the contract. Such requirements will apply to the extent required by applicable federal law, regulation, or FTA requirements. Proposers should rely on applicable federal requirements, as amended from time to time, rather than the citation to any particular superseded provision.

11. Would Yuba-Sutter Transit Agency allow project examples and references that are beyond ten years old? We have completed a number of projects just beyond the ten-year limit and we would like to include these in our proposal?

The Authority will maintain the requirement that the minimum three (3) required references be for projects completed or substantially performed within the last ten (10) years. Proposers may include additional relevant project examples or references that are more than ten (10) years old; however, such projects will not satisfy the minimum three (3) required references.

12. Is it acceptable to provide a client reference that is no longer employed with the client? One of the project references we want to include was for a transit agency that was absorbed into a town government since the project was completed.

Yes.

13. Would Yuba-Sutter Transit Agency allow bidders to visit the proposed project site during this proposal period?

Yes. Proposers may visit the vacant project site during the proposal period at their own discretion. Proposers are responsible for conducting any site visit safely and at their own cost and risk.

14. Are digital signatures acceptable for the forms for this proposal?

Yes.

15. Can Yuba-Sutter Transit Agency please confirm that references to the “Technical Specifications” are referring to the Project Manual? Technical specifications are referenced on page 16, 17, and 19 of the RFP but are not mentioned elsewhere.

Yes. Technical specifications refer to the Project Manual.

16. Can Yuba-Sutter Transit Agency clarify that, when it requests of the contractor our approach to their compliance with CARB compliance (on page 17 of the RFP), this refers to supporting the agency with their Innovative Clean Transportation (ICT) compliance?

Yes, that is correct.

17. Can you please confirm which of the following forms need to be signed by sub-consultants vs. the



ones that need to be signed and submitted by the prime consultant only:

- Buy America Certification
- Certifications and Restrictions on Lobbying
- Governmentwide Debarment and Suspension (Nonprocurement)
- Drug Free Workplace Certification
- Non-Collusion Certification of Proposing Prime Contractor
- Federal Tax Delinquency and Conviction Certification

Unless a form specifically requires execution by a subcontractor or sub-consultant, the Prime Consultant is responsible for completing, signing, and submitting the form on behalf of the proposing team.

Where a form expressly requires information, certification, or signature from a specific subcontractor or sub-consultant, the applicable firm shall complete and execute that portion of the form.

The Prime Consultant is responsible for ensuring that all subcontractors and sub-consultants are aware of, and comply with, all applicable solicitation requirements, contract requirements, laws, regulations, and other requirements applicable to their respective work on the project. Proposers should review each form and its instructions carefully. The Authority may request additional documentation or clarification as necessary to verify compliance with the solicitation requirements.

Except as expressly modified by this Addendum, all other terms, conditions, requirements, and provisions of the RFP documents remain unchanged and in full force and effect. Any subsequent Addenda will expressly identify any additional revisions to the RFP documents.