

**RFQ CONTRACT CLARIFICATION QUESTIONS & RESPONSES 3.12.2026**

Instructions: Pursuant Section 2.4 of the RFQ, Proposers shall use this form to submit questions regarding the Contract. SRTA reserves the right not to answer questions not submitted on this form. Please complete the company name and other information at the bottom of the page.						
#	Contract Provision Title	Contract Section Number	Current Wording of Section	Reason for Exception (Cite relevant law or provide business reason)	Proposed Language	SRTA RESPONSE
1	Completeness of Work	5.4	5.4Completeness of Work. The Consultant shall be responsible for the completeness of the Work and shall promptly correct its errors and omissions without additional compensation from SRTA. Acceptance of the Work by SRTA will not relieve the Consultant of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or for the costs associated with any additional work, which may include construction costs caused by negligent errors in, or negligent omissions from, the plans prepared by the Consultant.	Section 5.4 as originally drafted imposed strict liability that exceeds the professional standard of care articulated in Sections 5.1 and 13.10.1.	Completeness of Work. The Consultant shall <b>be responsible for the completeness of the Work and shall promptly correct its errors and omissions perform the Work using the Professional Standard of Care set forth in Section 5.1 and Section 13.10.1. To the extent the Work contains errors or omissions that result from Consultant's failure to meet the Professional Standard of Care, the Consultant shall promptly correct such negligent errors and omissions</b> without additional compensation from SRTA. Acceptance of the Work by SRTA will not relieve the Consultant of the responsibility for subsequent correction of <b>negligent</b> errors, the clarification of any ambiguities <b>caused by Consultant's negligence</b> , or for the costs associated with any additional work, which may include construction costs caused by negligent errors in, or negligent omissions from, the plans prepared by the Consultant.	SRTA cannot revise Section 5.4. The clause does not impose strict liability; it requires the Consultant to correct its own errors consistent with the professional standard of care already defined in Sections 5.1 and 13.10.1. This is standard SRTA contract language and is necessary to ensure complete and accurate deliverables. Therefore, the requested change cannot be accepted.
2	General Indemnification	11.3	11.3General Indemnification. ... all claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the negligent performance of this Contract or any act or omission on the part of the Consultant...	Section 11.3 as originally drafted required Consultant to indemnify SRTA for for the entire loss, even when SRTA or others are partly at fault. This creates disproportionate exposure to Consultant.	" General Indemnification. ....all claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage <b>arising out of or resulting from to the proportional extent caused by</b> the negligent performance of this Contract or any <b>negligent</b> act or omission on the part of the Consultant..."	SRTA cannot agree to revise Section 11.3. The indemnification language must remain consistent with SRTA's established contract standards and with Georgia's statutory framework governing liability for state authorities. The clause already confines indemnity to losses caused by the Consultant's own negligent actions or breach. Altering this structure would materially change SRTA's legally required risk posture and therefore cannot be adopted.
3	Disclaimer of Consequential Damages	11.4	None	The Contract includes indemnity obligations and disclaimer of consequential damages but does not include a limitation of liability for Professional Services proportionate to professional services fees received. Without such a cap, exposure is disproportionate to the Professional Services component of compensation, exceeds typical professional liability insurance coverage, and imposes uninsurable risk on design professionals.	<b>(NEW) Limitation of Consultant Liability. To the maximum extent permitted by law, SRTA agrees that the liability of Consultant to SRTA for any and all causes of action, including, without limitation, contribution, asserted by SRTA and arising out of or related to the negligent act(s), error(s) or omission(s) of Consultant in performing its professional services shall be limited to 75% of the amount of fees received under this Agreement ("Limitation"). SRTA hereby waives and releases: (i) all present and future claims against Consultant, other than those described in the preceding sentence, and (ii) any liability of Consultant in excess of the Limitation."</b>	SRTA cannot agree to the requested revision to Section 11.4. As a state authority, SRTA is subject to the sovereign-immunity provisions of the Georgia Tort Claims Act, O.C.G.A. § 50-21-1 et seq., which strictly limit the circumstances and extent to which SRTA may assume liability. SRTA is not permitted to expand or modify these statutory limitations by contract. The vendor's requested change would alter SRTA's legally defined liability exposure in a manner that is not authorized under Georgia law. For this reason, SRTA must retain the original Section 11.4 language and cannot accept the proposed limitation-of-liability modification.
4	Event of Default	23.1.3	23.1.3The performance of the Consultant is not satisfactory, and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA;	Section 23.1.3 as originally drafted provides that an Event of Default occurs if "the performance of the Consultant is not satisfactory," without defining satisfactory performance or requiring materiality. This creates uncertainty and potential for arbitrary termination.	"The performance of the Consultant <b>is not satisfactory materially fails to comply with the requirements of the Contract Documents as reasonably determined by SRTA</b> , and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA;	SRTA prefers to maintain the section as written; however, if necessary, we would be willing to revisit this topic after award.
5	Time of the Essence	27.3	However, neither Party shall be liable to the other Party for any delay or failure of performance due to fires or other casualties, acts of God, severe weather conditions, strikes or labor disputes, or war. Consultant's exclusive remedies for force majeure are set forth in Section 14.3 (Time Extensions).	Section 27.3, as originally drafted, contains a narrow list of force majeure events. Seeking consideration in expanding the clause to include additional protections—such as pandemics and cyber-attacks—that have become more common in recent years."	"...However, neither Party shall be liable to the other Party for any delay or failure of performance due to <b>acts or events beyond its reasonable control, including but not limited to: fires or other casualties, acts of God, severe weather conditions, earthquakes, floods, strikes or labor disputes, or war/lockouts, epidemics, pandemics, quarantine restrictions, war, acts of terrorism, civil unrest, government regulations or orders imposed after the Effective Date, embargoes, communication line failures, power failures, cyber-attacks or data breaches affecting performance, material or labor shortages not reasonably foreseeable, supplier failures, or other similar disasters or events beyond the reasonable control of the affected Party (collectively, 'Force Majeure Events'). Consultant's exclusive remedies for force majeure Force Majeure Events</b> are set forth in Section 14.3 (Time Extensions) "	SRTA cannot agree to revise Section 27.3. The force-majeure list is intentionally narrow and consistent with SRTA's established contractual risk allocation. Broadening the clause to include additional categories—such as pandemics or cyber-attacks—would significantly alter SRTA's risk exposure and conflict with the standardized structure used across SRTA agreements. For these reasons, SRTA will retain the original language.