



133 V Street  
Eureka, CA 95501

*A Public Entity Serving Humboldt County Since 1976*

Office: (707) 443-0826  
Fax: (707) 443-2032  
www.hta.org

April 5, 2024

Qualified Bidders,

Subject: Request for Proposals (RFP) for Humboldt Transit Authority's Hydrogen Refueling Station Project 23-01 – Addendum No. 5

Dear Qualified Bidders,

Notice is hereby given that Humboldt Transit Authority is issuing Addendum No. 5 to Request for Proposals (RFP) for Humboldt Transit Authority's Hydrogen Refueling Station Project 23-01.

Included in this Addendum are the following:

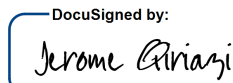
1. Revision to Attachment 4.1 Design-Build Agreement and Attachment 4.2 Design-Build General Conditions in response to Question 39.
2. Addition of Attachment 4.15 North\_Coast\_MD\_HD\_ZEV\_Readiness\_Blueprint\_Final.pdf in response to Question 34.

The RFP, together with the following addenda

- Addendum No. 1, released February 16, 2024,
- Addendum No. 2, released February 23, 2024,
- Addendum No. 3, released March 8, 2024,
- Addendum No. 4, released April 2, 2024, and
- Addendum No. 5, released April 5, 2024

constitutes the entire understanding between each of the participating Qualified Bidders and Humboldt Transit Authority.

Sincerely,

DocuSigned by:  
  
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Jerome Qiriazhi  
Procurement Coordinator for Project 23-01



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**Revision to Request for Proposals (RFP) for Humboldt Transit Authority's  
Hydrogen Refueling Station Project 23-01  
Addendum No. 5 –Changes to Attachments 4.1 and 4.2, and Addition of  
Attachment 4.15**

**Changes to Attachment 4.1 Design-Build Agreement**

1. Section 5, Contract Documents, Order of Precedence, is revised by deletion of the following text shown in strike-through font:
  - “5. Contract Documents, Order of Precedence  
Each of the Contract Documents is an essential part of the Contract, and is binding upon the Design-Builder in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:
    1. This Agreement;
    2. Performance Bond;
    3. Payment Bond;
    4. General Conditions;
    5. Scope of Work as contained in the RFP;
    6. RFP No. 23-01 and Addenda thereto;
    7. Final Design Documents, as Approved by HTA;
    8. Change Orders, Addenda and Contract Amendments, including all attachments, appendices, and exhibits thereto;
    9. Design-Builder's Proposal;
    10. ~~Third Party Agreements.~~”

There are no other changes to Attachment 4.1 Design-Build Agreement.

**Changes to Attachment 4.2 Design-Build General Conditions for Humboldt Transit Authority Hydrogen Refueling Station Project 23-01**

1. Article I, INTRODUCTORY PROVISIONS, Section 1.01, Defined Terms, “Betterments,” is revised as shown in the following using strike through for deletions and double bold underline for additions:
 

“Betterment -- ~~With respect to a given Utility, “Betterment” has the meaning (if any) set forth in the applicable Third Party Agreement applicable to the Utility, and in all other cases shall mean a~~Any upgrading of a Utility that is not attributable to the construction of the Project and is made solely for the benefit of and at the election



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of the Utility Owner, including an increase in the capacity, capability, level of service, efficiency or function of a Utility over that which was provided by the existing facility. The following actions or activities are not considered Betterments ~~unless otherwise provided in the applicable Third Party Agreement~~: (1) any upgrading which is necessary to complete the Project; (2) replacement devices or materials that are of equivalent standards even though not identical; (3) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; (4) any upgrading required by applicable Government Rules; (5) replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); and (6) any upgrading or replacement required by applicable utility standards.”

2. Section 6.03(a), Hazardous Materials Management and Related Safety Requirements, is revised as shown in the following using strike through for deletions and double bold underlined for additions:

“(a) Hazardous Materials Management Plan. The Design-Builder shall prepare and submit a Hazardous Materials Management Plan to HTA, for its review and Approval, within thirty (30) calendar days after issuance of the NTP. The Hazardous Materials Management Plan shall describe the most cost-effective approach to Hazardous Materials management that complies with applicable Environmental Laws, Governmental Approvals, and Government Rules, ~~and Third Party Agreements~~. The Hazardous Materials Management Plan shall address any contamination that is encountered, impacted, caused by, or occurring in connection with the Work, as well as the investigation and remediation of such contamination, both within and outside the ROW, including outside areas affected by Utility relocations. The Design-Builder shall comply with the procedures and requirements set forth in the Approved Hazardous Materials Management Plan and with the other requirements in the Contract Documents. All Hazardous Materials shall be managed in accordance with applicable Government Rules, Governmental Approvals, the Approved Hazardous Materials Management Plan, and the Approved Injury and Illness Prevention Program.”

3. Section 6.07, Third Party Agreements; Governmental Approvals, is revised by deletion of “Third Party Agreements” from the Section title. In addition, Section 6.07(a) is deleted in its entirety and replaced with “Subsection intentionally omitted” as shown:

“Section 6.07 ~~Third Party Agreements; Governmental Approvals~~.

- (a) Intentionally omitted. ~~Third Party Agreements. HTA is responsible for developing and entering into the Third Party Agreements necessary to design and construct the Project, except for any Third Party Agreements specifically~~



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~~identified as the Design-Builder's responsibility in the Contract Documents. The Design-Builder is responsible for reviewing all Third Party Agreements, and responsible for complying with and satisfying the terms and conditions of the Third Party Agreements that relate to the Design and Construction of the Project."~~

4. Section 8.11, Indemnification by Design-Builder, subsection (d) is deleted in its entirety and replaced with "Intentionally omitted" as shown:

~~"(d) **Intentionally omitted. Applicability to Third Parties.** The Design-Builder is specifically advised that the third party Agreements may include certain agreements by HTA to indemnify, defend, and hold harmless the third parties. The Design-Builder's obligations under this Section shall automatically apply to require it to release, indemnify, defend, and hold harmless the third parties, in addition to the Indemnified Parties, with respect to all such matters, to the extent that such matters fall within the scope of the indemnities made by the Design-Builder as set forth in this Section."~~

5. Section 18.14, No Third Party Beneficiaries, is revised by deletion of the following text shown as strike through

~~"Section 18.14 **No Third Party Beneficiaries.** No provision of the Contract Documents is intended to create a third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. The duties, obligations, and responsibilities of the Parties to the Contract with respect to third parties shall be limited to those established under **Third Party Agreements**, Governmental Approvals, and applicable law. The Contract shall not be construed to create a contractual relationship of any kind between HTA and a Subcontractor, Supplier, or any Person other than the Design-Builder."~~

There are no other changes to Attachment 4.2 Design-Build General Conditions for Humboldt Transit Authority Hydrogen Refueling Station Project 23-01.

#### **Addition of Attachment 4.15**

The attachments file "RP 23-01 Attachments.zip V2" has been replaced with "RFP 23-01 Attachments V3.zip" on the Procurement Website. The change includes the following:

- Addition of 4.15 North\_Coast\_MD\_HD\_ZEV\_Readiness\_Blueprint\_Final.pdf

There are no other changes to the Attachments.