

Peace River Manasota Regional Water Supply Authority

**Request for Statement of Qualifications
For
Peace River Regional Reservoir (PR³) Project**

MEMORANDUM - ADDENDUM NO. 1

November 27, 2019

RESPONSES TO QUESTIONS

1. Question: RFQ page 5, item 4: Copy of Florida Professional Licenses as applicable (business and/or individual) Please confirm that copies of requested licenses are considered part of the forms and do not affect page count.

Response: Copies of Florida Professional Licenses (business and/or individual) are not considered to be part of the forms and will be included in the total 40-page count. Copies of Florida Professional Licenses (business and/or individual) may be reduced in size as long as readability is maintained.

2. Question: RFQ page 5, item 4: Copy of Florida Professional Licenses as applicable (business and/or individual) Does this pertain only to the Prime consultant?

Response: Copies of Florida Professional Licenses (business and/or individual) are required for Prime Consultant and any subconsultants as well as each key team member listed on the Key Personnel Form.

3. Question: RFQ, Page 6: The SOQ shall be limited to no more than forty (40) one-sided pages for all requested information. Please confirm that SOQs can be printed as double-sided so long as the referenced page count limitation is adhered to.

Response: SOQs may **not** be printed double-sided, only single-sided pages shall be used.

4. Question: Section 5. Time of Performance of the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR3) Project states that, "Consultant shall commence providing services as defined in any Work Order upon receipt of a Notice to Proceed for that Work Order and shall satisfactorily complete such services within the established schedule." Can we revise this section to include the following (in red font)?

"Consultant shall commence providing services as defined in any Work Order upon receipt of a Notice to Proceed for that Work Order and shall satisfactorily complete such services within the established schedule **to the extent complying with the schedule is within the reasonable control of the Consultant.**"

Response: No revisions to the Agreement for Professional Services will be made at this time.

5. Question: Can we add the following paragraph to Section 8. Documents and Data, Paragraph H of the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR3) Project?

“Notwithstanding the foregoing, the Consultant shall retain all common law, statutory and other reserved rights including copyright in its pre-existing intellectual property, standard design elements, architectural/engineering details that are neither unique to the Authority nor related to the business of the Authority.”

Response: No revisions to the Agreement for Professional Services will be made at this time.

6. Question: Can we add the following paragraph to Section 8. Documents and Data, Paragraph H of the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR3) Project?

“Notwithstanding the foregoing, the Consultant shall retain all common law, statutory and other reserved rights including copyright in its pre-existing intellectual property, standard design elements, architectural/engineering details that are neither unique to the Authority nor related to the business of the Authority.”

Response: No revisions to the Agreement for Professional Services will be made at this time.

7. Question: “Consultant” requests the following modification to Section 15 regarding indemnification:

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Consultant agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of to the extent caused by any negligent or reckless act or omission or any intentional wrongful conduct of Consultant and other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein. **The Authority agrees that the Consultant will not be liable for any claims by third parties in relation to this Agreement except to the extent arising directly as a result of the Consultant’s negligence or breach of contract in the provision of the Services. The Authority will indemnify the Consultant from and against any such claims or liability.**

Response: No revisions to the Agreement for Professional Services will be made at this time.

8. Question: “Consultant” requests the following Latent Conditions Disclaimer be included in the contract.

The Authority will notify Consultant, and Consultant may rely on the Authority’s notification, of all known hazardous or dangerous conditions at the site. The Authority agrees that Consultant has not created nor contributed to the creation or existence of any site conditions (“Conditions”) at or related to the operation of any facilities at the site, and the Authority agrees to indemnify, and hold harmless Consultant, its officers, directors, employees, and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of the Conditions, except to the extent caused by the Consultant’s negligence.

Response: No revisions to the Agreement for Professional Services will be made at this time.

9. Question: “Consultant” requests the following Limit of Liability be included in the contract.

In recognition of the relative risks and benefits of the project to both the Authority and Consultant, the parties agree, to the fullest extent permitted by law, to limit the aggregate liability of Consultant, its parent, affiliates and subcontractors, and their respective directors, officers, employees and agents, to the compensation for the services of the particular Work Order under which the liability arose. This limitation of liability shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this agreement and without regard to the legal theory under which such liability is imposed. In no event shall Consultant be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this agreement, even if advised of the possibility of such damages.

Response: No revisions to the Agreement for Professional Services will be made at this time.

10. Question: In response to item 4 “Copy of Florida Professional Licenses as applicable (business and/or individual)” would it be acceptable and considered responsive to include copies of our Florida business license in the SOQ and then reference individual licensure by including license numbers on resumes and/or the organizational chart?

Response: Copies of Florida Professional Licenses (business and/or individual) are required for Prime Consultant and any subconsultants as well as each key team member listed on the Key Personnel Form. See responses to Questions 1 and 2 above.