



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

Request for Qualifications # 14-001
BUS APRONS – LOWER FLORIDA KEYS
PROJECT NO. TS-1102

ADDENDUM #1

January 24, 2014

This addendum is issued in response to questions received regarding the project budget, timeline, and attachments, and includes answers to the questions.

Question:

What is the anticipated budget for the project?

Response:

Funding availability for Survey/Design/Permit/CEI Services is \$140,000.00. \$760,000.00 grant funding is available for construction of the bus pull-off/merge lanes.

Question:

What is the date the selected respondent will receive Notice to Proceed?

Response:

Anticipated date for Notice to Proceed is May 1, 2014, which is dependent on the City Commission approving the ranking committee's evaluation of the qualification packages and awarding the contract at the April 8, 2014 meeting.

Question:

Will any right-of-way acquisition be required?

Response:

No acquisition of right-of-way will be required for this project.

Question:

Are respondents required to include any "Required Submittals" for subconsultants?

Response:

No. "Required Submittals" shall be completed for lead firm submitting qualification package.

Question:

Would the City consider excluding the "Required Submittals" section from the 50-page limit?

Response:

No. "Required Submittals" shall be included in the 50-page limit.

Question:

The indemnity obligation in Section 8 of the RFP is different than the indemnity obligation in Attachment H and Section 6.8 of the sample agreement. Please confirm that Section 8 of the RFP will not govern the indemnity obligation of the Consultant.

Response:

Section 8 of the RFP shall be corrected to conform to Attachment H, and then revised Section 8 and Attachment H shall govern the indemnity obligation of the Consultant/Design Professional, as follows:

To the fullest extent permitted by law, the CONSULTANT/DESIGN PROFESSIONAL expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the “indemnitees”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT/DESIGN PROFESSIONAL, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT/DESIGN PROFESSIONAL’s insurance or one million dollars (\$1,000,000) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONSULTANT/DESIGN PROFESSIONAL under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT/DESIGN PROFESSIONAL or of any third party to whom CONSULTANT/DESIGN PROFESSIONAL may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Question:

The indemnity obligation in Attachment H states that the amount will be limited to the amount of the Consultant’s insurance or \$1 million per occurrence. Please confirm that the amount is limited to the amount of Consultant’s insurance up to the insurance amounts required by the agreement or \$1 million per occurrence.

Response:

No. The amount is not limited to the amount of Consultant’s insurance up to the insurance amounts required by the agreement or \$1 million per occurrence. Claims by indemnitees for indemnification shall be limited to the amount of the Consultant’s insurance or one million dollars (\$1,000,000) per occurrence, whichever is greater.

Question:

For the maximum number of pages, are the forms included in the page count (maximum 25 double-sided pages)? If yes, can the forms, which include Attachments C through J, not be included in the page count?

Response:

Yes. Forms are included in the 50-page limit (maximum 25 double-sided pages).

No. Attachments C through J shall be included in the 50-page count limit (maximum 25 double-sided pages).

Question:

How should the submittal be bound?

Response:

Submittals may be bound as convenient for consultant/design professional. No requirements are made for type of document binding.

All Respondents shall acknowledge receipt and acceptance of this Addendum No. 1, by acknowledging addendum in by submitting the addendum with the qualification package. Qualifications submitted without acknowledgement or without this addendum may be considered non-responsive.

Signature

Name of Company or Corporation