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April 28, 2023

ECUA RFQ # 2023-20
CONSULTANT SERVICES FOR TRANSFER STATION AND MAINTENANCE
BUILDING

ADDENDUM NO. 1

This addendum forms a part of the RFQ Documents and provides for a response to questions received by the deadline of April 26, 2023 at 12:00pm central time and clarifies the original RFQ Document, dated April 13, 2023, as noted below. This addendum consists of four (4) pages. **All respondents must acknowledge receipt of this addendum by signing in the space provided below. Submit signed addendum with proposal submittal under Exhibit I Addendum Receipt Acknowledgement Certification.**

Questions /Responses:

1. Question: What is the overall budget for the project (including construction costs and A&E Fees)?
Response: \$15,000,000.00 (15 million dollars)
2. Question: What type of activities will be provided for ECUA staff members in the new maintenance building?
Response: Part storage, solid waste vehicle maintenance, office space, and restroom facilities
3. Question: Is it the ECUA's intent to utilize standard metal steel building construction types for both the transfer station and the maintenance building?
Response: A combination of masonry and metal building materials are expected for consideration.
4. Question: Please confirm that the initial submittal will include only the qualifications-based requirements of Section 3.3 and does not require submittal of a fee proposal at this time as indicated in Paragraph 1.3.
Response: No fee proposal is due at this time.

5. Question: Will this be a Municipal Solid Waste (MSW) transfer station, a Class III (construction and demolition) transfer station or a combination of both (MSW) and (Class III)?

Response: The transfer station is expected to handle municipal and commercial solid waste and recycling materials as well as a potential for yard waste.

6. Question: Respectfully in the Risk Management Policies & Standards, would ECUA extend the waiver of the right of recovery by insurance to both Workers Compensation and Professional Liability coverages, such that the provision would read:

“Except for workers compensation and as to professional liability, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.”

Response: No, the requirements remain as stated in RFQ.

7. Question: Respectfully in the Risk Management Policies & Standards, and in light of the highly sensitive information contained in insurance policies, would the ECUA remove the ability to demand copies of insurance policies and instead provide a right to demand a broker-to-broker conference resulting in the below adjustment:

“If requested by the Organization, the Other Party shall promptly coordinate a broker-to-broker conference for the purposes of confirming and discussing insurance coverages and attendant terms furnish complete copies of the Other Party’s insurance policies, forms and endorsements.”

Response: No, the requirements remain as stated in RFQ.

8. Question: It is respectfully requested that the General Provisions – Purchase Order/Contract be confirmed as not applicable, as they apply to the delivery of goods as opposed to professional services.

Response: If applicable, the terms apply. It is ECUA’s intent to use the Agreement for Professional Engineering Services found in the RFQ.

9. Question: If such terms are considered applicable, at Section 16 in the General Provisions – Purchase Order/Contract, it is respectfully requested that a termination for default be preceded by a reasonable opportunity to cure along the lines of:

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Response: If applicable, the terms apply. It is ECUA’s intent to use the Agreement for Professional Engineering Services found in the RFQ.

10. Question: If such terms are considered applicable, at Section 21 of the General Provisions – Purchase Order/Contract, there is an uninsurable warranty as this – among other – provisions are geared towards the delivery of goods as opposed to professional services. Respectfully, would ECUA replace the Section 21 warranty with an industry standard, insurable standard of care (which insurability is a benefit for both parties):
“Notwithstanding any other term or provision to the contrary, the Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the services are performed.”
Response: If applicable, the terms apply. It is ECUA’s intent to use the Agreement for Professional Engineering Services found in the RFQ.
11. Question: It is respectfully requested that the Loss Control/Safety obligations be tied to the scope of services consistent with the suggested below:
“...The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special efforts required by its agreed upon scope to detect ...”
Response: No, the requirements remain as stated in RFQ.
12. Question: Would the ECUA consider a mutual and limited waiver of consequential damages to give better certainty to both parties as to risk:
“Except as to instances of gross negligence or willful misconduct, the Parties waive their rights to any and all claims against each other for incidental, special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the Services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.”
Response: No, the requirements remain as stated in RFQ.
13. Question: Are Tabs required for the sections outlined on the RFQ page 18, Section 3.3 Qualifications Package Format, and if so, do they count toward the 30-page limit?
Response: Tabs are not required, but if used, do not count toward the total pages.
14. Question: Par 3.3 Qualifications Package Format – Sub. Par. D references water distribution and wastewater collection systems. We’re presuming the intent is related to municipal solid waste transfer.
Response: Correct, intent is related to a solid waste transfer station and maintenance building

ACKNOWLEDGEMENT:

I hereby certify that I have received RFQ # 2023-20 Addendum #1:

RESPONDENT'S SIGNATURE

DATE

NAME OF RESPONDENT FIRM

THIS ACKNOWLEDGEMENT MUST BE RETURNED WITH YOUR PROPOSAL.

**-END OF ADDENDUM NO. 1-
ECUA RFQ # 2023-20**