



LAKE WORTH DRAINAGE DISTRICT SOLICITATION ADDENDUM

Request for Proposal (RFP): 16-9854L.01

Project: General Engineering Services

Addendum Number: 1

Date: July 15, 2016

Responses to inquiries received prior to July 7, 2016:

Inquiry:

In regards to RFP 16-9854L.01, General Engineering Services, is LWDD looking for proposals from firms/teams that offer all the discipline capabilities identified in the RFP? Or would LWDD consider proposals based on specific disciplines in which the firm has strengths/depth of experience?

Reply:

The selected firm(s) must be capable of completing all items listed in Section II-Statement of Work. It is also noted that "experience" is a criterion for which the firm(s) are evaluated.

Inquiry:

Is it the intent of LWDD to select multiple consultants in teams which can provide all of the engineering expertise named in Section II, para. 3.0? or multiple individual firms with these specific areas of expertise (i.e.; electrical, geotechnical, land surveying, etc.)? or both?

Reply:

LWDD will review the proposals in an effort to find the most qualified firm(s) for our needs. It is recognized that, in certain cases, a team approach may be used. LWDD does not object to this methodology, however, a prime firm will be named and held fully responsible for the professional services contract.

Inquiry:

On Page 10 of the RFP, it is stated that the District has identified structures, canals and lift stations in need of repair or replacement. Is it possible that you could provide a list of the specific structures, canals and lift stations?

Reply:

While LWDD has identified some infrastructure concerns, we wish to discuss these concerns with the new firm(s). As such, LWDD will discuss the infrastructure needs when the firm(s) are hired and part of the team.

Inquiry:

Can you please provide some more specifics regarding the District's facilities which are slated for rehabilitation? Is there a report that was developed by the District that outlines the rehabilitation program? Any location maps of the key areas would also be a great help. Lastly, can you please provide the name(s) of previous consultant(s) that were awarded this contract.

Reply:

As stated earlier, LWDD wishes to discuss our infrastructure needs with the new firm(s). Other information may be obtained from the LWDD website - <http://www.lwdd.net/wp-content/uploads/2016/06/FY16-20-Budget-Worksheet.pdf> is a link that provides the most recent information of a multi-year outlook of estimated expenditures for capital improvements. LWDD has not hired a General Engineering Services Firm for quite some time. Previous firms hired were Engenuity Group (FKA Shalloway, Foy, Rayman & Newell) and Mock Roos and Associates.

Inquiry:

As we read through the RFP on the "Attachment B-CERTIFICATE OF INSURANCE," it requests \$2,000,000.00 coverage for general liability and \$2,000,000.00 coverage for contractual liability per occurrence. Then on "Exhibit E of the Sample Contract" it shows \$5,000,000.00 coverage for general liability. We have had a policy with \$2,000,000 coverage for general liability and \$1,000,000.00 for contractual liability per occurrence. Our insurance agent says that the general and contractual are only sold with offsets such as \$2MM/\$1MM or \$4MM/\$2MM. What will be the minimum requirement for consulting services on this RFP?

Reply:

As a point of clarification, LWDD will require \$2,000,000 in general liability and \$2,000,000 in contractual liability.

Inquiry:

On p. 18 of 20, 15. Proposed Approach... it limits the response in this section to "6 pages". Is your intent "6 pages of text", such as would result if you printed only on one side of each page or 6 pages total regardless of whether you print on both sides; the two sided printing will affectively give you 12 pages of text.

Reply:

Maximum of 6 pages of information, one sided.

Inquiry:

In the General Engineering Services RFP, page 11, Section 4.0 - "Work will begin with the coordination of surveying and geotechnical work requiring to complete the project, which may be performed by other firms already under contract with LWDD. Will the selected firm(s) be required to use the data from these LWDD contractors in all cases or will the selected firm(s) be required to have geotechnical and/or surveying firms on their team?"

Reply:

The coordination with survey and geotechnical firms will be at the discretion of LWDD. The requirement of use of "other firms" will be determined based on the scope of work and the percent completion at the time.

Inquiry:

Any firm or individual desiring to provide professional services to LWDD must be certified by LWDD as qualified pursuant to Florida Law and the regulations of LWDD. LWDD must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual. Who may I communicate with to determine that we are or can be certified for the subject RFP?

Reply:

Certification of the firm(s) will be part of the evaluation process of the RFP.

Inquiry:

In regards to the required forms for the proposal, are they available in Microsoft Word format or should we recreate them to make them an editable file to include?

Reply:

The RFP is in a PDF format.

Inquiry:

Is it permissible to modify the size of the fields on the References form to include the full descriptions, etc. or should we attach a second page?

Reply:

Use the reference form as provided. No additional sheets.

Inquiry:

Request to revise contract articles as follows:

1. *Article 1.1.3. Please revise this article as follows:*

*The **LWDD** has the right to make unilateral changes to any Work Order without the mutual written consent of the **CONSULTANT** in the event such action is determined to be in the best interest of the **LWDD**. This right shall include the ability to may unilaterally cancel any work order without liability to **CONSULTANT** other than payment for work product accepted by the **LWDD** up through the effective date of cancellation plus reimbursement of other necessary, unavoidable and reasonable expenses incurred by the **CONSULTANT** as a result of such termination (such as canceling orders for equipment, material or services). Any such cancellation which effectively eliminates remaining work order funding and curtails the period of performance shall be accomplished by providing thirty (30) days advance written notice to the **CONSULTANT**. No minimum advance written notice requirement shall apply to any other changes to Work Orders issued hereunder.*

2. *Article 1.3. Please revise this article as follows:*

*The parties agree that time is of the essence time is of the utmost importance in the performance of each and every obligation under this **CONTRACT**.*

3. *Article 1.5. Please revise this article as follows:*

*Should the services provided by the **CONSULTANT** fail to meet the expectations of the LWDD's Project Manager, the **CONSULTANT** shall have a period of ten (10)*

working days from the date notice is given to the **CONSULTANT** by the **LWDD**, to correct all deficiencies in the **CONSULTANT**'s services under the Work Order. All corrections shall be made to the satisfaction of the **LWDD** Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the **LWDD** being liable for any and all future obligations under the Work Order as determined by the **LWDD** at its sole discretion. The **LWDD**, ~~in its judgment, may elect to shall~~ compensate the **CONSULTANT** for any accepted work product through the date of termination of an authorized Work Order, plus reimbursement of other necessary, unavoidable, and reasonable expenses incurred by the **CONSULTANT** as a result of such termination (such as canceling orders for equipment, material or services). ~~provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.~~

4. Article 4.2. Please revise this article as follows:

The **CONSULTANT** agrees that its employees and hired workers shall provide services under this **CONTRACT**. The services of the **CONSULTANT**'S employees and hired workers are a substantial inducement and material consideration for this **CONTRACT**. In the event such employees and hired workers can no longer provide the services required by this **CONTRACT**, the **CONSULTANT** shall immediately notify the **LWDD** in writing and **LWDD** may elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONSULTANT**, including but not limited to liability for unfinished work product. The **CONSULTANT** may propose a replacement for the employees and hired workers, subject to the optional approval of the **LWDD**. The **LWDD**, ~~in its judgment, may elect to shall~~ compensate the **CONSULTANT** for any unfinished accepted work product through the date of termination of any authorized Work Order(s), plus reimbursement of other necessary, unavoidable, and reasonable expenses incurred by the **CONSULTANT** as a result of such termination (such as canceling orders for equipment, materials, or services), ~~provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.~~

5. Article 4.3. Please revise this article as follows:

At its sole discretion, **LWDD** has the right to order the immediate replacement of any individual(s) working on behalf of the **CONSULTANT** as long as the basis for the replacement is not discriminatory or for any other reason contrary to law. The **LWDD** may take this action if **LWDD** determines that it is in its best interest to do so, but will not be required to provide a reason for requesting the replacement of any individual(s). In such event, the **CONSULTANT** shall be responsible for carrying out such replacement and for returning the **LWDD** property in accordance with the **LWDD** policies and procedures. The **CONSULTANT** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **LWDD** may also elect to terminate this **CONTRACT**, for this reason, ~~without any liability whatsoever to the **CONSULTANT** or **LWDD**, including but not limited to liability for unfinished work product.~~ upon 30 (thirty) days' advance notice to **CONSULTANT**.

6. Article 6.1. Please revise this article as follows:

It is the policy of the **LWDD** to encourage good business practices by requiring consultants to perform in accordance with the terms and conditions of the **LWDD CONTRACT**. If the **CONSULTANT** fails to fulfill its obligations under this

CONTRACT, LWDD will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the breach. The **CONSULTANT** shall have thirty (30) days to cure the breach. If the **CONSULTANT** fails to cure the breach within the thirty (30) day period, the **LWDD** shall issue a Termination for Default Notice. Once **LWDD** has notified the **CONSULTANT** that it has breached its **CONTRACT** with the **LWDD**, by sending a Termination for Default Notice, the **LWDD's** Governing Board shall determine whether the **CONSULTANT** should be suspended from doing future work with the **LWDD**, and if so, for what period of time. Should the **LWDD** terminate for default in accordance with this provision, the **LWDD** shall be entitled to ~~recover re-~~ procurement costs in addition to all other appropriate remedies under law and/or equity.

7. Article 7.1C. Please revise this article as follows:

In the event that the **LWDD** should become involved in a legal dispute with a third party arising from performance under this **CONTRACT**, the **CONSULTANT** shall extend the period of maintenance for all records relating to the **CONTRACT** until the final disposition of the legal dispute, and all such records shall be made readily available to **LWDD**. The LWDD shall notify CONSULTANT upon final disposition of the legal dispute.

8. Articles 7.2 to 7.4. Please replace the language contained in Articles 7.2, 7.3, and 7.4 with the following language, which conforms to Chapter 119.0701, Florida Statutes, effective March 8, 2016.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

<Name>

<Title>

<Address>

<City, State, Zip>

<Phone>

<Email Address>

Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the contractor shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the contractor does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of this contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

9. Article 7.6. Please add this language as a new Article 7.6 and renumber the subsequent paragraphs.

The **LWDD** acknowledges that the **CONSULTANT'S** work items are not intended or represented to be suitable for revision by the **LWDD**, or others, for purposes other than outlined in the Scope of Services for which said work items were prepared. Any reuse or modification of the work items without written permission or adaptation by the **CONSULTANT** for the specific purpose intended will be at the **LWDD's** sole risk and the **CONSULTANT** shall not be liable or responsible for any claims arising from the **LWDD's** reuse or modification of the work items without written permission or adaptation by the **CONSULTANT**.

10. Article 7.8. Please revise this article as follows:

The **CONSULTANT** shall assume all responsibility for safeguarding the Equipment including loss or damage and its proper use throughout the term of this **CONTRACT**. In the event of loss or damage, the **CONSULTANT** shall notify **LWDD** in writing within five (5) working days of such occurrence. The **CONSULTANT** shall provide **LWDD** with one hundred percent (100%) of the current market value in the event any of the Equipment is lost, stolen or irreparably damaged. The **LWDD** shall provide a listing of such equipment and its projected replacement cost to **CONSULTANT** as part of the Work Order so that **CONSULTANT** can ensure that the equipment is properly insured, as necessary. **CONSULTANT** acknowledges the proprietary nature of all applicable third party software listed in Attachment 2 and agrees not to reproduce, distribute or disclose such software to any third party. Use of all software shall be restricted to the hardware provided by the **LWDD**. Removal of any copy of licensed software is prohibited.

11. Article 8.10. Please revise this article as follows:

The **LWDD** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **CONTRACT** involves a project consistent with these goals and objectives. Consequently, **LWDD** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **CONSULTANT**. Therefore, as **LWDD's** **CONSULTANT** for this project, the **CONSULTANT** assures ~~agrees~~ ~~**LWDD**~~ that the **CONSULTANT**, its employees, subcontractors and assigns will refrain from acting adverse to **LWDD's** legitimate interest in promoting the goals and objectives of this project. ~~The **CONSULTANT** agrees to take all reasonable measures necessary to effectuate these assurances.~~ In the event the **CONSULTANT** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify **LWDD**. Upon such notification **LWDD**, in its discretion, may terminate this **CONTRACT**.

12. Article 8.11. Please add this language as a new Article 8.11 and renumber subsequent paragraphs.

In providing services under this **CONTRACT**, the **CONSULTANT** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

13. Article 9.5. Please revise this article as follows:

*The **LWDD** assumes no duty with regard to the supervision of the **CONSULTANT** and the **CONSULTANT** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance. Further, ~~the~~ **CONSULTANT** shall be responsible for compliance with all safety requirements and with all labor and unemployment laws pertaining to CONSULTANT'S employees.*

14. Article 11.1. Please revise this article as follows.

*The **CONSULTANT** shall comply with all applicable Federal, State and local safety standards and regulations applicable to the work performed pursuant to this **CONTRACT**. ~~The **CONSULTANT** shall also be responsible for the compliance of its subcontractors with all of the foregoing laws, regulations and standards pertaining to safety.~~ The **CONSULTANT** agrees to make its subconsultants aware of this contractual provision and to include this language in all subcontracts issued hereunder.*

15. Please add this required disclosure as to non-liability of individual engineers as a new paragraph. Per the statute, the contract should include a prominent statement, in uppercase font that is at least 5 point sizes larger than the rest of the text the following text:

**PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE.**

Reply:

LWDD counsel has reviewed the contract comments and has advised that no changes to the RFP are required.



**LAKE WORTH DRAINAGE DISTRICT
ACKNOWLEDGEMENT OF SOLICITATION ADDENDUM**

Request for Proposal (RFP): 16-9854L.01

Project: General Engineering Services

Addendum Number: 1

Dated: July 15, 2016

Receipt of Response is hereby acknowledged and included in the submittal due July 28, 2016.

Respondent (Engineering Firm)

Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date