

ADDENDUM #1
CEDAR KEY WATER AND SEWER DISTRICT
RFQ 22-1
CONTINUING ENGINEERING CONSULTANT, DESIGN,
INSPECTION & RELATED SERVICES

DATE: August 25, 2022

Please Note the Following Changes and Answers to Questions Received Related to RFQ 22-1 - CONTINUING ENGINEERING CONSULTANT, DESIGN, INSPECTION & RELATED SERVICES.

***You are responsible for ensuring that your Proposal reflects the changes to the RFQ referenced herein and that you obtain the updated versions of any forms referenced herein. Failure to update your Proposal accordingly could result in the rejection of your Proposal.**

[underline indicates additions; ~~strikethrough~~ indicates deletion]

1. Section 5.1 of the RFQ - “Proposal Response Requirements,” is hereby amended to read as follows:

SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS

5.1. Proposers shall construct their Proposals in the following format as outlined below. ~~in~~ two separate binders and a A tab must separate each section as prescribed.

[Except as Specifically Provided herein, the Remainder of Section 5.0 Shall Remain Unchanged]

2. Appendix D – Draft Contract Document, is hereby amended to read as follows:

2.8. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 through 2.7 above and if authorized in an approved Work Authorization, Consultant shall furnish the following additional services:

- a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.
- b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, the District's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and

not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.

d. Providing renderings or models for the District's use.

e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting the District in obtaining process licensing.

f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.

g. Services during out-of-town travel required of Consultant and directed by the District, other than visits to the Project site or the District's office.

h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.

j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

k. Preparing to serve or serving as a consultant or witness for the District in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).

l. Assist in the review of private development activities requiring review and approval by the District ~~and/or Washington County, Holmes County, and the City of Bonifay,~~ including but not limited to comprehensive plan reviews, land development code amendments, and Development of Regional Impact studies.

~~m. Assist in the preparation and development of land development regulations where~~

~~requested by the District in connection with the Project.~~

m. Represent the District on engineering topics before local governments and other governmental entities.

~~n. Coordinate with engineering representatives from Washington County, Holmes County, and the City of Bonifay.~~

n. Serve as a member of the Corridor Development Review Committee ("CDRC") to review new construction by businesses locating within the District's geographic area.

~~o. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice. Such additional services as may be requested by the District pursuant to a duly issued Work Authorization.~~

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ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the District for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the District under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the District. The Consultant shall notify the District's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the District from the Consultant pursuant to this Contract will be reviewed and approved in writing by the District's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the District clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the District's Representative, Consultant will provide the District with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and any approved Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the District's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the District for each Work Authorization. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the District. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against the District for additional payment.

5.6 Consultant acknowledges that the District, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the District's performance and obligation to pay under this agreement is contingent upon annual appropriation.

~~5.7 Consultant acknowledges that all funding for the Services outlined in Article Two hereof is to be provided by the following grants awarded to the District: (1) a \$1,000,000.00 State Funded Grant Contract pursuant to chapter 2017-70, Laws of Florida, being administered by District 3, FDOT; and (2) a \$1,821,461.00 Florida Jobs Growth Infrastructure Grant from the Department of Economic Opportunity, administered through Washington County on behalf of the District, for total funding of \$2,821,461.00. As such, all payments due to Consultant are dependent and contingent on the District's or Washington County's receipt of such grant funds.~~

[Except as Specifically Provided herein, the Remainder of Appendix D – Draft Contract Shall Remain Unchanged]

3. The District Received the Following Inquiry:

Also, we would request that you consider the inclusion of the following language be added to the contract.

“IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 558.0035 A DESIGN PROFESSIONAL EMPLOYEED BY THE ENGINEERING FIRM OR AGENT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING DURING THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT.”

Response – The District respectfully rejects this request.