

# Village of Tequesta

345 Tequesta Drive  
Tequesta, FL 33469



561-768-0700  
[www.tequesta.org](http://www.tequesta.org)

## General Consulting Services Continuing Contracts

### Addendum No. 3

May 12, 2020

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**RFQ DUE: 5:00 PM, Local Time, May 26, 2020**

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TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Request for Qualifications Documents for the General Consulting Services Continuing Contracts solicitation, fully and completely as if the same were fully set forth herein.

**NONE**

#### ATTACHMENTS

ATTACHMENT 1      RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

Vice-Mayor Kyle Stone  
Council Member Frank D'Ambra

Mayor Abby Brennan  
Village Manager Jeremy Allen

Council Member Laurie Brandon  
Council Member Bruce Prince

**ATTACHMENT 1**

**RESPONSES TO BIDDER QUESTIONS**

## RESPONSES TO BIDDER QUESTIONS

*Question 1: My question is in reference to RFQ # UTIL 06-20, General Consulting Services Continuing Contracts. The indemnification language in your sample contract does not comply with Florida Statute 725.08. Would the city be willing to strike the words as indicated below to make the language compliant with state law?*

### *ARTICLE 6. INDEMNIFICATION*

*Engineer agrees to protect, indemnify, provide costs of defense and hold harmless the Village, its employees and representatives, from and against any and all claims and liabilities, including all attorneys' fees and court costs, including appeals, for which the Village, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property to the extent occurring by reason of any negligent ~~or intentional~~ acts or omissions of Engineer, its employees or agents, including subcontractors, in the performance of services under this Agreement. Engineer shall not be required to indemnify the Village or its agents, employees or representatives when an occurrence results from the wrongful acts or omissions of the Village or its agents, employees or representatives. The terms and conditions of this Article shall survive the completion of all services, obligations and duties provided for in this Agreement as well as the termination of this Agreement for any reason.*

**Response 1: Respond provided by the Village Attorney:**

**Sec. 725.08 (1) allows a professional services contract with an engineer to require the engineer to indemnify and hold the public agency harmless from damages, liabilities, etc. (including attorney's fees) to the extent caused by the engineer's negligence, recklessness, or intentional wrongful conduct.**

**I do not understand how it is believed our proposed language is in conflict with the statute. I do not see a need to change it as requested, nor do I advise changing the language as requested based on the cited statute.**

*Question 2: I am helping out a colleague who normally puts together our RFQ and RFP responses. Like so many she is quarantined at home. As such, I have some questions of an administrative nature regarding the RFQ application document itself;*

*Exhibit C - Offeror's Acknowledgement. This is a blank page, with no document following it. Will you be providing a prepared form?*

*Exhibit D – Project Specific Reference Form – please explain the purpose of this form; we would be submitting Project Sheets formatted per Tab #4 Experience and Expertise – would that not be sufficient?*

*Exhibit E – Conflict of Interest Statement. This is a blank page, with no document following it. Will you be providing a prepared form?*

*Exhibit G – Confirmation of Drug-Free Workplace. This is a blank page, with no document following it. Same question as above.*

*Exhibit J – Village Clerk’s Office ADA Compliancy Statement. This is a blank page, with no document following it. Will you be providing a prepared form?*

*Exhibit K – Standard Village Agreement – while there is a document following this page, it is a “Professional Engineering Services Agreement”, which I assume is being provided for example only of the standard clauses to be used for any service discipline, correct? (Our qualifications submittal would not be for engineering services).*

**Response 2: Refer to Addendum No. 2 regarding copies of Exhibits A through K.**

**Regarding Exhibit D – Project Specific Reference Form, a minimum of three (3) Project Specific Reference Forms are required to be included in Tab #7. Refer to Section IV, Qualification Package, for additional information.**

**Regarding the reference to engineering services in Exhibit K, the language in the Standard Village Agreement would be modified accordingly should engineering services not apply.**