



Island End River Flood Resilience Project

ADDENDUM 2 Contract No. 24-05

June 26, 2023

1. Is the existing design team consultant that completed the Expanded Environmental Notification Form and the preliminary design for the project also allowed to propose on this full design three-year contract term?

Answer: Any consultant may submit a proposal

2. How many members of the consultant evaluation committee are from Everett and Chelsea and what municipal departments will be represented on the committee other than engineering?

Answer: The make up the evaluation committee has not been established to date.

3. Who will be the project manager for the City of Everett and Chelsea, and will the person(s) be assigned to the project for the full 3 years?

Answer: Foregoing any new information, the plan is to have Erik Swanson from the City of Everett and Alex Train for the City of Chelsea.

4. In Section 3.6 on page 5 Insurance Requirements differ from the Exhibit A Terms and Conditions Section 8 page 18. Please clarify which coverage types and limits will apply to the Consultant and its Subcontractors. Will the City of Chelsea also be required to be named as an additional insured?

Answer: Both cities will be listed on the COIs. Section 3.6, page 5 has the correct Insurance Requirements.

5. In Section 3.8 Submittals on page 6, will you also require a digital copy of the proposal?

Answer: You are not required to send in your proposal on a USB drive.

6. In Section 3.14 Price Change, page 6 and Section 5.0 Price Proposal on page 11: Will the fixed price rate schedule requested apply to the prime consultant and their subconsultants? Should we include separate rate schedules for the subconsultant services firms in the Price Proposal or only indicate the markup rate on subconsultants and reimbursable expenses?

Answer: You should list any rates you feel you will charge under this contract for any services you feel would be appropriate, for your firm and any sub-contractors.

7. Section 5.0 Price Proposal on page 11: Given the need to account for salary increases, inflation and cost escalation over the 3-year term 7-1-2023 to 6-30-2026, can hourly labor rates be presented as a fixed hourly rate (example \$90/hour) for each labor category rather than a "labor cost matrix showing labor rate ranges by level and discipline" and "fixed direct labor multiplier for overhead and profit"?

Answer: We are requesting fixed hourly rates.

8. In Section 4.0 Design Services, page 8, Commercial Real Estate Appraisal Services for potential land takings and land easement services are not performed by engineering firms. Will the City retain these real estate appraisal and legal services directly or will the consultant subcontract these services?

Answer: The city may choose to hire an appraiser or ask the consultant to procure the services.

9. In section 4.0 Design Development, page 8. Please clarify if the consultant needs to perform any additional H&H flood modeling or if all H&H flood modeling will be provided by the existing consultant.

Answer: The goal of this RFP is to award one to numerous contracts for firms qualified to perform the services. For each task/deliverable the City of Everett will review from the qualified firms chosen as part of the RFP. The chosen vendor and the City of Everett will negotiate the contract with specifications, such as scope, time lines, pricing etc.

10. In Section 4.0 Environmental Services page 8 and 9, In reference to the "LSP in charge", please clarify if the selected consultant's LSP be representing Everett and Chelsea by reviewing the environmental assessment and remediation work completed at each individual property by each property owner's "LSP in charge"? Or is the "LSP in charge" already representing Everett and Chelsea and the selected consultant is supporting that LSP in charge?

Answer: The goal of this RFP is to award one to numerous contracts for firms qualified to perform the services. For each task/deliverable the City of Everett will review from the qualified firms chosen as part of the RFP. The chosen vendor and

the City of Everett will negotiate the contract with specifications, such as scope, time lines, pricing etc.

11. In Exhibit A Terms and Conditions pages 16 -23, can this sample contract be negotiated to correct the insurance requirements, to establish a mutual negligence-based indemnification, mutual waiver of consequential damages, and a limitation of liability commensurate with compensation? Should our proposed contract changes be provided with the proposal as an appendix not included in the 10-page limit, or will the contract be negotiated after selection?

Answer: the contract provided was provided to show consultants the contract that they are expected to sign for this project. While we may accept a requested change, our goal is to use this contract and not entertain contract changes. Please list any changes you would require to proceed with a contract. These amendments will then be used as other criteria to compare the proposals presented.

12. In Exhibit A Vendor's Compensation item 4e. Subject to Appropriation, what is the amount of funding appropriated by the City of Everett for this project for the fiscal year basis, June 30, 2023 to July 1, 2024 including the grants currently approved?

Answer: In excess of 2 million

13. Given the need to provide a team's clear and comprehensive understanding and approach to the scope of services for grant administration, design, environmental, geotechnical, permitting and stakeholder engagement services and their qualifications in 10 pages, can single page relevant project experience summaries with client reference information be provided as an appendix not included in the 10-page limit?

Answer: You may add an additional page if you think it is needed to best represent your firm.

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