



Addendum No. 1
BROWN ROAD IMPROVEMENTS
CITY OF WILSONVILLE PROJECT #4216

ISSUE DATE: May 14, 2024

TO: RFP HOLDERS (Quest CDN #9037585)

FROM: Marissa Rauthause, PE; Civil Engineer

RE: REVISIONS TO REQUEST FOR PROPOSALS FOR
ENGINEERING AND RELATED SERVICES

The following Addenda to the Request for Proposals for Engineering and Related Services shall be considered merged with the original bid package as if they were whole. Consultant shall acknowledge receipt of this Addendum in the Introductory Letter of the Proposal.

PROPOSAL DUE DATE & TIME: MAY 28, 2024, 2:00 P.M. NO CHANGE

CLARIFICATIONS

ITEM #1: A question was submitted: We noticed that the Introductory Letter and Project Schedule sections are not scored. Does this mean that they are not included in the 10-sheet (20 page) limit?

As a clarification, with no change to the Bid Documents, the City provides the following response: Per the RFP (page 19), items not counted in the page limit requirements are as follows: supporting Information (as defined on page 22), a front cover sheet, and a one-page table of contents.

Introductory Letter and Project Schedule are not listed in the supporting information as defined on page 22, therefore, they are included in the page count.

ITEM #2: A question was submitted: Section I.IV states that trees will be assessed by an arborist. Will the City hire the arborist directly, or should the consultant include as a subconsultant?

As a clarification, with no change to the Bid Documents, the City provides the following response: As stated in Section II Scope of Work, Task 4: In accordance with the City of Wilsonville requirements, Consultant will perform a tree survey by a Certified Arborist to include the following information....



ITEM #3 A question was submitted: Will the City provide construction inspection services for the project, to be supplemented by the consultant? Or, is the consultant team solely responsible for construction inspection?

As a clarification, with no change to the Bid Documents, the City provides the following response: As stated in Section II Scope of Work, once Phase 2 is completed, scope of work for Construction Engineering Services will be refined and finalized during negotiations at a later date.

CHANGES, ADDITIONS, AND DELETIONS

ITEM #4: The following change is made to Attachment A Section 14 Indemnification of the Sample Professional Services Agreement:

Strike the following sentences from Attachment A Section 14 Indemnification of the Sample Professional Services Agreement:

Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

Replace the stricken sentences from Attachment A Section 14 Indemnification of the Sample Professional Services Agreement above with the following:

For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City’s defense but will be required to reimburse the City for the City’s defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

END OF ADDENDUM #1