

# NC 210 Hurricane Evacuation Route Resiliency Analysis

RFQ # 220829-231



September 13, 2022

## ADDENDUM 1 – Questions and Answers

*NOTICE: The Request for Qualifications (RFQ) is modified as set forth in this Addendum. The original RFQ Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFQ. Respondent shall take this Addendum into consideration when preparing and submitting its Statement of Qualifications.*

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### Questions and Answers

#### Question 1:

My question relates to a study NCDOT did a few years ago for I-95 & I-40 Resiliency after Florence and Matthew. I was at NCDOT Technical Services at the time and was directing work on this study. We were tasked with determining possible outcomes on the interstates for both mobility resilience and connectivity – with mobility being what needs to occur to maintain the current traffic flow and level of service, while connectivity was defined as what does it take to keep the road passable during a given storm event. Can you provide any clarification on what you are looking for along this line?

#### Answer 1:

The intention of the Analysis is to identify barriers to connectivity (as defined in the above question) and recommend solutions to address those barriers to ensure the roadway remains passable during storm events.

#### Question 2:

Although this work is definitely something we have significant knowledge of and resources for, since I just saw the RFQ and given the short timeline I am not sure we will be able to put together a Statement of Qualification for this. Do you see any possibility of extending the deadline?

**Answer 2:**

We do not have plans to extend the submission deadline at this time.

**Question 3:**

For the references I see 5 references are needed. I presume only references/names with their contact information is what you need, or do you need formal reference letters from each reference?

**Answer 3:**

Yes, only references/names with their contact information are required.

**Question 4:**

Secondly, we would like to ask for clarification regarding the contract documents requirements on page 6 of the RFQ. Is Pender County requiring us as the Prime Consultant to provide a sample contract from our firm to you the Owner or will Pender County be supplying the contract documents for us to review?

**Answer 4:**

Yes, Pender County is requiring the Prime Consultant to provide their sample contract.

**Question 5:**

If you would like for us as the Prime Consultant to provide the contract documents, are you requiring a standard AIA contract document? If not, would you please clarify?

**Answer 5:**

Yes, Pender County, is requiring the Prime Consultant's proposed contract. An AIA contract is acceptable but not required.

**Question 6:**

In terms of delivery of the SOQ can we obtain clarification regarding the submission, i.e., if we select to submit via, we transfer platform, are hard copies still required?

**Answer 6:**

If firms submit SOQs via we transfer platform, hard copies are not required.

**Question 7:**

Also, I do have a few follow up questions involving terms and conditions language pertaining to insurance and indemnification. My Area Manager has identified a few things (see below redlines) on possible language modifications to these sections assuming [company name] was to contract with Pender County? Would Pender County be able to provide responses at this time to our markups?

Insurance – Professional Liability – We can only provide this coverage on a “*claims-made*” basis. We do not carry “*occurrence-based*” coverage. Additionally, defense costs are *included* in the policy limits, not in *excess* of these limits. Please advise back on these markups.

Indemnification - Seek negligence as the requirement to indemnify, defend and hold Client harmless from damages proportionally resulting from its negligent performance of services. Please see below markups.

#### **INDEMNIFICATION**

Contractor agrees to ~~defend, indemnify, and hold harmless~~ the County for ~~all~~ loss, liability, claims, or expense (including reasonable attorney's fees) to the proportionate extent arising from bodily injury, including death or property damage, to any person or persons caused ~~in whole or in part~~ by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. Notwithstanding the foregoing and with respect to professional liability claims only, Contractor shall not have an upfront duty to defend and shall satisfy any defense obligation at the time of judgment, award or settlement by paying a share of the defense costs incurred by the Indemnified Person in a proportionate amount equal to Contractor's fault or liability. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

#### **Answer 7:**

**Pender County is willing to discuss changes to the terms and conditions language with the selected consultant.**

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