

QUESTIONS & RESPONSES #02**CONTRACT NUMBER: PA000000086****RFP/RFQ TITLE: On-Call Civil-Structural Engineering Services
2025****CONTACT: Michelle Walker, Procurement Analyst****EMAIL: procurement@portoftacoma.com****PHONE NUMBER: 253-888-4744****QUESTIONS DUE DATE: May 13, 2025 @ 2:00 PM (PDT)****Q&A ISSUE DATE: May 20, 2025**

#	Question	Answer	Question #
1	Qualifications Section E of the RFQ states to "Provide documentation that the prime consultant team is licensed with the State of Washington to provide Architectural services." Would like clarification if the prime consultant needs to be licensed with the State of Washington to provide Architectural services, or if this can be another firm on the team, such as a sub consultant architectural firm.	No. The prime consultant needs to be licensed to provide Civil-Structural Engineering services in Washington State. Section E has been revised to reflect this change. See Addendum 01	Q-002995
2	Please confirm if there is a cost portion or additional attachments associated with the submission. Page 10 of the RFP mentions submitting proposal, including all separate attachments and compensation in separate Adobe Acrobat PDF format.	No, you do NOT need to submit a cost attachment for Request for Qualifications.	Q-003010
3	We are licensed in civil, structural, and mechanical engineering and pending licensure in architecture in Washington. Will that count against us?	No. The prime consultant needs to be licensed to provide Civil-Structural Engineering services in Washington State. Section E has been revised to reflect this change. See Addendum 01	Q-003010
4	Can the Port/NWSA modify the first sentence in Section 12 (Time) of the Professional Services Agreement template to state: "Time is of the essence in the performance of the Services, subject, however, to exercise of the Standard of Care"? Most delays occur for reasons outside the control of the professional, and regardless of the cause, the standard of care must still be observed.	See Addendum 02	Q-003025
5	Can the Port/NWSA modify Section 23 (Insurance – Assumption of Risk) of the Personal Services Agreement as follows: 1) the first sentence in Subsection "a" by removing the phrase "including asbestos abatement liability". Professional firms who do not handle, transport or work with hazardous materials do not have such coverage in the Environmental Pollution Liability part of their Professional Liability policy; and 2) modify the third sentence under Subsection "c" to state: "Except for professional liability and workers compensation, the Port and the Northwest Seaport Alliance shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent." Additional insureds cannot be named under either professional liability or workers compensation.	See Addendum 02	Q-003025
6	Following Addendum No 1 updates, we also assume that page 7 2b should read: •General information for supporting the PORT/NWSA with an overall approach to civil/structural engineering services at the PORT/NWSA .	Yes	Q-003028
7	Attachment B, Paragraph 11a. "... Consultant shall, without additional compensation, correct or revise any errors or omissions in such Services." Replace with: "... Consultant shall, without additional compensation, correct or revise any services not meeting the standard of care." Revising consultant's work per the original language appears to require an acknowledgment of an error or omission that adds ambiguity. Alternative language bases on standard of care, a well defined metric that will be more easily actionable for both parties.	See Addendum 02	Q-003039
8	Attachment B, Paragraph 11b. "... The Consultant shall remain liable for damages and costs incurred by the Port arising from the Consultant's errors, omissions, or negligent performance of the Services." Replace with: "... The Consultant shall remain liable for damages and costs incurred by the Port arising from the Consultant's negligent performance of the Services." Original language bases liability on errors and omissions, that are more difficult to establish. Basing on negligence is a well defined metric that will be more easily actionable for both parties.	See Addendum 02	Q-003039
9	Can you please confirm that item 2. Project Approach Narrative, item b) on page 7 of the RFQ seeks "General information for supporting the PORT/NWSA with an overall approach to ARCHITECTURAL services at the Port/NWSA", vs. civil-structural services?	Correct. Item 2 (Page 7, 2b) should read "General information for supporting the PORT/NWSA with an overall approach to Civil/Structural Engineering services.	Q-003043