

**RFQ QUESTIONS/CLARIFICATIONS TEMPLATE**  
**SRTA Solicitation No. 27-000: General Engineering Consulting Services**

**RESPONSES**

**Instructions:** Pursuant to Section 2.4 of the RFQ, Proposers shall use this form to submit questions concerning the RFQ. SRTA reserves the right not to answer questions not submitted on this form. Please complete the company name and other information at the bottom of the page.

#	RFQ document / Section	RFQ page #	Question	Response
1	1.2 Type, Term of Contract, and Contract Amount	7	Does SRTA intend to award more than one contract for this solicitation? Or will it be by project?	Please refer to Section 1.2
2	2.17	15	In section 2.17, regarding Participation on Future Related Work #3. "If a proposer is already performing work for GDOT or a Proposing Entity, then proposer must request SRTA and GDOT approval to proceed in both roles on the project. a. Please confirm that SRTA will be contacting GDOT to coordinate this approval.	This determination and confirmation with GDOT is in progress. We will provide an update to this question before the solicitation closes.
3	Restrictions on Participation/Participation on Future or Related Work	16	Are subconsultants who are working on current contracts precluded from participation?	At this time we don't believe subconsultants working on current contracts will be precluded from participation as long as there are documented safeguards in place to prevent any communications or sharing of work product between GEC resources working under the SRTA GEC contract and those providing services for GDOT or other SRTA Projects.
4	Restrictions on Participation/Participation on Future or Related Work	16	Since this is a task order type contract, does this preclusion apply solely to work performed on individual corridors?	No - as long as there are documented safeguards in place to prevent any communications or sharing of work product between GEC resources working under the SRTA GEC contract
5	Restrictions on Participation/Participation on Future or Related Work	16	May subconsultants be assigned to other corridors beyond those on which they are already under contract with GDOT?	Yes - as long as there are documented safeguards in place to prevent any communications or sharing of work product between GEC resources working under the SRTA GEC contract
6	Restrictions on Participation/Participation on Future or Related Work	16	Is it permissible to structure our team by dividing team members according to individual corridors in order to comply with preclusion requirements?	Yes - as long as there are documented safeguards in place to prevent any communications or sharing of work product between GEC resources working under the SRTA GEC contract
7	3.6	20	May we use covers, a table of contents, and dividers, and, if yes, will they count toward our page limits? Additionally, may we include a cover letter and would it count toward the page limits as well.	The use of covers, a table of contents, and dividers is allowed and they will not count towards a page limit as long as no content is included. No cover letter is required, please refer to Section 3 for the content and instructions required for the statement of qualifications.
8	3.6	20	Regarding A.2. Proposed Staff - This allows for two pages for Key staff and two for the organizational chart. If the organizational chart is one 11"x17" page as allowed, are we allowed the extra page to add to the key staff section?	This request is acceptable.
9	5.1 Background	26	What is SRTA's overarching goal for the subject contract?	SRTA's goal with this procurement is to secure design, engineering, transportation-related and toll-related technical services as further detailed in the Scope of Work.

**RFQ CONTRACT CLARIFICATION/PROPOSED MODIFICATIONS TEMPLATE**  
**SRTA Solicitation No. 27-000: General Engineering Consulting Services**

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#	Contract Provision Title	Contract Section Number	Current Wording of Section	Reason for Exception (Cite relevant law or provide business reason)	Proposed Language	Legal Response
1	Consultant Remains Responsible	7.3	Notwithstanding any provision to the contrary, Consultant shall be responsible to SRTA for all terms, conditions, liabilities, and responsibilities under the Contract Documents regardless of whether Consultant or its subconsultants, supplies, independent contractors, agents or assigns perform any aspect of the Work.	We are not going to take on any responsibility of the project that does not pertain to the services we have provided.	Remove the sentence, they already address in the responsibilities in the sentence prior to this one in Section 7.3	No revision is necessary, as the responsibility for the accuracy and correctness of the job lies with the consultant. It is essential that the consultant oversees the work and verifies that all tasks are completed to the required standards.
2	Payments to SubConsultants	7.5	Consultant represents an agrees that for the duration of the Initial Term and each Renewal Term it shall make timely payment for Work property performed to any subconsultant hereunder and Consultant shall indemnify and hold harmless SRT and the State for any liability for paum,ent claimed by a subconsultant.	Section 7.5 requires the Consultant to "indemnify and hold harmless SRTA and the State for any liability for payment claimed by a sub consultant." This is broader than simply guaranteeing payment; indemnity language should be limited to consultant actions and not apply to all types of "liability	Consultant shall be responsible to SRTA and the State for payment properly due to its subconsultants. Consultant's indemnification obligation hereunder is limited to amounts properly owed by Consultant under the subcontract and shall not include consequential, special, or punitive damages or extend to liabilities arising solely from SRTA's acts or omissions	No revision necessary as this section does not require Consultant to indemnify for SRTA acts.
3	Joint Venture/Partnership	8.1	If Consultant is a joint venture or partnership than each member of the join venture or partnership shall be jointly and severally liable to SRTA and to the State for any and all obligations, responsibilities, liabilities, damages, liquidated damages, warranties or otherwise arising under the Contract Documents.	This section holds each joint venture/partnership member "jointly and severally liable" to SRTA and the State for all obligations. This could extend liability beyond what is covered by insurance.	If Consultant is a joint venture or partnership than each member of the join venture or partnership shall be jointly and severally liable to SRTA and to the State for any and all obligations, responsibilities, liabilities, damages, liquidated damages, warranties or otherwise arising under the Contract Documents provided, however, that not joint venturer or partner shall have liability for any obligations arising solely from the gross negligence or willful misconduct of the other party.	Any requested revision that adds extra language to this section is considered unnecessary, since the consultant's obligation is already clearly defined.
4	Review of Work	16.1	Acceptance of any Work by SRTA shall not relieve the Consultant of its obligation to correct, at its expense, any of its errors in the Work.	Section 16.1 states that "acceptance of any Work by SRTA shall not relieve the Consultant of its obligation to correct, at its expense, any of its errors in the Work." This creates an open-ended obligation to correct errors, even after acceptance, which may not be insurable.	Consultant shall, at its expense, correct errors in the Work discovered within one year following SRTA's acceptance. After one year, correction may be performed subject to additional compensation, except as required by law or professional standard of care	Revision made- however, revised to 4 years to find error instead of 1
5	Ownership of Documents	17		Added language requested to be added to this provision.	Ownership of deliverables shall transfer to SRTA upon payment in full; Consultant retains the right to reuse standard details and pre-existing materials, and SRTA receives a non-exclusive license for use solely on this Project. Reuse on other projects without Consultant's written consent is not permitted	No revision is necessary for the pre-existing material referenced here. All pre-existing material is already protected under intellectual property (IP) rights.
6	Work Made for Hire	18.1	Insert language after the sentence ending with SRTA'S ownership of all rights with respects to such Work Product is unconditional.	This provides no carve-out or license for the Consultant to retain rights to its standard details, pre-existing materials, or reusable intellectual property. Industry best practice is to allow the consultant to retain ownership of underlying IP that is not specifically created for or unique to the project, and to grant the client a limited license for use on the project	Insert: Notwithstanding the foregoing, Consultant retains all rights, title, and interest in any intellectual property, materials, data, and know-how developed by Consultant prior to or independent of the Scope of Work under this Agreement (collectively, 'Pre-existing Intellectual Property'). To the extent any Pre-existing Intellectual Property is incorporated into the Work Product, SRTA is granted a nonexclusive, royalty-free license to use such Pre-existing Intellectual Property solely in connection with the Project. Consultant retains the right to use all standard details, templates, tools, and methodologies developed independently of this Agreement for any purpose.	No revision is necessary, as the first sentence already includes carve-out language specifying that it only applies to work created specifically for the project. This ensures clarity and limits the scope to relevant contributions.
7	Patents	18.2	Insert language after last sentence of paragraph.	Section 18.2 appropriately allows Consultant to retain patent rights, granting an irrevocable, royalty-free license to SRTA for use. However, it's important the scope of that license is limited to the intended project use	Insert: Delivery of Work Product shall be contingent on Consultant's receipt of all outstanding payments due at the time of termination	No revision is necessary as the suggested language does not pertain to patents and is therefore not required.
8	Transition	24.2	Insert language after last sentence of paragraph.	The current language is vague and may result in uncompensated services.	Insert: All transition-related Work shall be compensated at the rates set forth in Exhibit C, or as otherwise mutually agreed in writing, except for obligations covered by the standard of care	A minor revision has been made to clarify the requested changes.
9	Force Majeure	27.3	Time is of the essence for all Work performed pursuant to the Contract Documents.	Time is of the essence increases the standard of care definition.	All work will be performed in accordance with the agreed upon schedule that is included and pursuant to the Contract Documents.	At this time, we are keeping the existing clause as written. This is standard contract language for SRTA, and it is intentionally structured to reference the applicable Task Order schedule.