

Request for Proposals Number: **22-06**

**Addendum 1**

**Date: October 7, 2022**

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**Acknowledgment of Addenda**

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM  
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT  
SENT TO RIPTA SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

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Name of Bidder

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Street Address

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City, State, Zip

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Signature of Authorized Official

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Date

**Please be advised that the Proposal Response Date has been moved to November 15, 2022 at 1:00 pm.**

Attached please find questions and RIPTA Responses from the following vendors:

Arup  
Fuss & O'Neill  
Hatch Associated  
Mondre Energy  
NVS

**Submitted Questions and RIPTA Responses for RFP 22-06 (Resiliency Consulting Services)**

RIPTA's response are in **RED**

**From Arup:**

1. Can you please provide further details on the anticipated demonstration project, such as:
  - a. Size of PV and BESS system envisioned
  - b. Number of battery electric buses to be supported
  - c. What are the charging rates and durations which need to be supported by the resilience power system?
  - d. Number of electric bus chargers to be supported
  - e. Anticipated demonstration project budget
  - a. RIPTA does not know the size of PV and BESS system envisioned.
  - b. The number of battery-electric buses to be supported is **25**.
  - c. It is not yet been determined the charging rates and durations which need to be supported by the resiliency power system. RIPTA and OER expect the consultant to help determine this.
  - d. RIPTA has not yet determined the expected infrastructure required for the electrification of its Newport-based transit operations. We will have more information at the time NTP is issued to the awarded consultant.
  - e. The consultant is expected to work with RIPTA and OER in producing cost estimates for the proposed system.
2. What level of involvement are you anticipating from the Project Consultant to support the site selection and project scoping prior to going to market with the RFP? Are these items already well defined, or is RIPTA looking for support in analyzing and evaluating the opportunities and risks, and for the Project Consultant to recommend a specific approach?

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- The consultant is expected to have high involvement to support the site selection and project scoping prior to an RFP being issued. RIPTA assumes the Middletown/Newport Garage to be the likeliest location for the demonstration project, but the consultant may offer other sites for consideration within the project area. The consultant will be responsible for recommending a specific approach for the RFP which should be informed by a feasibility study and an evaluation of the opportunities and risks. This will be done in consultation with RIPTA and OER.
3. Should the demonstration project include procurement of the buses and/or chargers as well as the resilient energy systems (solar PV, BESS, balance of system equipment) referenced in the RFP?  
The demonstration project does not include the procurement of buses, charging infrastructure, or the actual resiliency system in question. These will be obtained through separate procurements.
4. Can you please provide an anticipated budget for this scope of work?  
The budget for this project has not been finalized.
5. The proposed terms and conditions do not include for a limit of liability. Would RIPTA consider the inclusion of a limit of liability of 2x our services fee for this scope of work?  
Pending Procurement's decision.
6. Have any additional resilience measures, such as vehicle-to-grid (V2G) been considered as part of this demonstration project?  
RIPTA and OER are seeking a consultant to provide advice on what makes the most sense. The recommendations of the consultant will be taken into consideration by the two agencies who will make the final decision on what type of measures are incorporated into the final project.
7. Is there a transit service planning element to this project, or are you assuming that all of the current RIPTA routes remain as they are today?  
The consultant does not need to provide any transit service planning services. RIPTA has already selected the routes that will be served by the future battery-electric buses at the Middletown/Newport Garage. RIPTA personnel will be made available to assist the consultant as needed.
8. Can you give us any information about the ongoing BEB pilot, its outcomes so far, and how this work relates to it? And does RIPTA have existing metrics with which it would determine the success of the demonstration project, or would part of this effort be to develop those?  
RIPTA's initial battery-electric bus pilot has shown that such technology is feasible, however, can be impacted by a range of factors including weather/temperature, operational impacts, energy consumption, battery size and its relation to vehicle range, etc. The pilot did show that if wider deployment of electric buses will require sufficient resilience measures to ensure continuity of service. RIPTA does not have existing metrics to determine the success of the intended demonstration project and expects the consultant to assist RIPTA and OER in developing them. This would be considered as part of Task 1 of this project's scope of work in helping frame what we will expect eventual respondents to be able to deliver.

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9. Has RIPTA identified any next steps, or long-term electrification plans, such as full fleet electrification, that will be informed by this demonstration project?

RIPTA does have long-term plans to achieve full fleet electrification. A planning process is currently underway to lay out the pathway to attain it through the prism of implementing *Transit Forward RI 2040*, the state's transit master plan. This demonstration project will help inform future efforts.

**From Fuss & O'Neill:**

1. Will the firm selected under this RFP be disqualified from responding to future RFPs from RIPTA for this project? **Yes.**
2. If Prime respondents are disqualified from future RFPs per above, would Subconsultants also be disqualified? **Yes**

**From Hatch Associates Consultants:**

1. What is the desired functionality of the transit resiliency demonstration project? Has RIPTA already established basic functional requirements for the project (i.e., duration of commercial power outage, desired solar capacity/battery capacity, number of electric buses to be kept operational, etc.) or is such preliminary engineering to be performed as part of Task 1?

The consultant may need to provide some high-level design for interconnection potential in relation to this demonstration project. The desired functionality of this project is to provide resilience to RIPTA's transit operations considering the increasing impacts of climate change and other weather events. RIPTA, and OER, have not established basic functional requirements for the project and expect to work with the selected consultant in establishing them. This will be incorporated into the eventual scope of work.

**Please refer to the end of this document for responses to their Requests for Approved Equals**

**From Mondre Energy:**

1. Does FedEx deliver to 705 Elmwood Avenue?  
**Yes, but their normal delivery time is late afternoon after the 1:00 pm deadline. I would suggest that you schedule delivery to arrive 1 to 2 days ahead of the deadline.**
2. Does the requirement on page 91 of the RFP that "Narratives cannot exceed 10 pages exclusive of attachments" pertain to the project approach narrative alone or to the entire Technical Proposal?  
**The ten (10) page length is specific to the project approach narrative only.**

**From NV5:**

1. What scale or capabilities is RIPTA envisioning for this project? Beyond the goals of resiliency and energy cost mitigation, are there any targets for power supply, resiliency scenarios to be supported, etc.?  
**The intended scale and capability of this system is to ensure some level of transit service continuity in case of major power outages or severe**

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- weather while providing cost mitigation. Beyond these general goals, RIPTA has not set any targets.
2. A few different sites are mentioned in the RFP. For the purposes of our proposal, how many sites should we assume we will be scoping/assisting with procuring?  
RIPTA assumes that the Middletown/Newport Garage is the likeliest location for this demonstration project, however, the consultant may recommend other potential sites within the project area.
3. Can RIPTA confirm they are assuming a design-build process for implementing the resiliency project?  
The consultant is expected to provide a recommendation on the appropriate type of procurement process to utilize for this demonstration project with the final form to be decided in consultation with RIPTA and OER.
4. What level of concept should we assume under Task 1 for: "Scope(s) of work for solar PV, battery energy storage, and balance of plant."? For instance, feasibility study, performance criteria only, 10% design, 30% design, etc.  
The consultant may need to provide some high-level design for interconnection potential. in connection with this demonstration project. The consultant is expected to carry out a feasibility study and to develop performance criteria which will be used in aiding the designing of the eventual scope of work. A separate RFP will be issued for design/engineering services.
5. Under Task 1, will we also be performing a technical/feasibility analysis? If not, has RIPTA performed any past feasibility analyses?  
See the response to Question 4. RIPTA has not performed any feasibility analyses of its own.
6. Will the microgrid projects be solar+battery only, or will we also be soliciting hybrid systems (e.g., solar+battery+genset)?  
The consultant may suggest an appropriate microgrid system, however, it should be noted that project funding may preclude the use of fossil fuels.
7. Task 4 refers to supporting construction. Is RIPTA seeking Owner's Representative services to oversee a design-build process, including design, construction, and commissioning?  
RIPTA has a dedicated project management team who will be responsible for overseeing day-to-day delivery of the demonstration project including eventual engineers, contractors, and electricians. The selected consultant from this RFP will be providing supplemental oversight assistance as needed and inspection services for the completed project.
8. The RFP provides conflicting messages about the proposal submittal requirements. Please clarify the required number of copies of the forms, narrative, cost proposal, and electronic media the proposers should send.  
The Proposer shall submit the following copies of their complete proposal:
1. An Original Proposal

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2. Two Printed Copies
3. One Public Copy
4. One electronic copy on a USB flash drive. **Please do not password protect the electronic copy.**
5. These documents shall be submitted in a clearly labelled package. Email submissions are NOT Allowed.

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**VI. REQUEST FOR APPROVED EQUAL FORM**

**This form must be submitted electronically IN MICROSOFT WORD FORMAT TO RIPTA CONTRACTS MANAGER**

**REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION**

Page: 18

Ref: RFP NO. 22-06

Project No. 22-06

To: Rhode Island Public Transit Authority

From: Hatch Associates Consultants, Inc.

Page & Reference: Page 18, Article J, Disputes

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**Request Description**

**Article J – Disputes** contains the following language:

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall

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proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

We request the following amended language:

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. Prior to the initiation of any legal proceedings, the Parties to this Contract agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Contract to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the Parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Contract. This article shall survive completion or termination of this Contract, but under no circumstances shall either Party call for mediation of any claim or dispute arising out of this Contract after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Rhode Island. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.



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We request this change because either party to this Contract should have the opportunity to mediate any dispute prior to legal action.

**Use Additional Sheet If More Space Is Required**

Accepted: X                      Rejected:                                           See Addendum #                     

Explanation: Steven Colantuono

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**REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION**

Page: \_\_\_\_\_

Ref: RFP NO. 22-06

Project No. 22-06

To: Rhode Island Public Transit Authority

From: Hatch Associates Consultants, Inc.

Page & Reference: general question

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**Request Description**

Question 1:

What is the desired functionality of the transit resiliency demonstration project? Has RIPTA already established basic functional requirements for the project (i.e., duration of commercial power outage, desired solar capacity/battery capacity, number of electric buses to be kept operational, etc.) or is such preliminary engineering to be performed as part of Task 1?

The consultant may need to provide some high-level design for interconnection potential in relation to this demonstration project. The desired functionality of this project is to provide resilience to RIPTA's transit operations considering the increasing impacts of climate change and other weather events. RIPTA, and OER, have not established basic functional requirements for the project and expect to work with the selected consultant in establishing them. This will be incorporated into the eventual scope of work.

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Ref: RFP NO. 22-06

Project No. 22-06

To: Rhode Island Public Transit Authority

From: Hatch Associates Consultants, Inc.

Page & Reference: Page 43, Article UU, Indemnification

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**Request Description**

**Article UU – Indemnification** contains the following language:

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

We request the following amended language:

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from <sup>(1)</sup>~~all~~ liability, **to the extent caused by any act of negligence or willful misconduct by the Proposers in connection with the performance of Services under this Contract**, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract. <sup>(2)</sup>**In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.**

<sup>(3)</sup>**Proposer shall have an absolute overall limitation of liability of 10% of Proposer's fees up to a maximum of one million dollars (\$1,000,000).**

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**<sup>(4)</sup>Notwithstanding any other term of this Contract, in no event will either party be liable to the other, whether in contract, tort or otherwise for any special, indirect, incidental or consequential damage of any kind, loss of use, data, profit, income, business, anticipated saving, reputation or more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly from the incident giving rise to them.**

We request these changes: <sup>(1)</sup>because the language as written could reasonably be interpreted to require a Proposer to indemnify the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority in situations where there was no negligence on the Proposer's part. An indemnification of this kind is not insurable for a Proposer – we do not have and cannot obtain coverage for the negligence of a third party. In all instances, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority should be responsible for their own negligence, just as the Proposer is expected to be; <sup>(2)</sup>in order to clarify the duration of the Proposer's indemnification obligation; <sup>(3)</sup>to clarify a limitation of liability that is commensurate with industry norms; and <sup>(4)</sup>because a mutual waiver of consequential damages is beneficial to both parties.

**Use Additional Sheet If More Space Is Required**

Accepted: X                      Rejected:                                           See Addendum #                     

Explanation: Steven Colantuono

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Ref: RFP NO. 22-06

Project No. 22-06

To: Rhode Island Public Transit Authority

From: Hatch Associates Consultants, Inc.

Page & Reference: Page 17, Article D, Inspection

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**Request Description**

**Article D – Inspection** contains the following language:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties. All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as

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practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

We request that this language be deleted because it only applies to contracts for the supply of material. We will be providing professional services.

**Use Additional Sheet If More Space Is Required**

**Accepted:** X                      **Rejected:** \_\_\_\_\_                      **See Addendum #** \_\_\_\_\_

**Explanation:** Steven Colantuono

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Ref: RFP NO. 22-06

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To: Rhode Island Public Transit Authority

From: Hatch Associates Consultants, Inc.

Page & Reference: Page 24, Article X, New Material

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**Request Description**

**Article X – New Material** contains the following language:

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

We request that this language be deleted because the Contractor will not be providing supplies and components.

**Use Additional Sheet If More Space Is Required**

Accepted: X

Rejected:                     

See Addendum #                     

Explanation: Steven Colantuono

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Ref: RFP NO. 22-06

Project No. 22-06

To: **Rhode Island Public Transit Authority**

From: Hatch Associates Consultants, Inc.

Page & Reference: Page 21, Article R, Patent Indemnity

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**Request Description**

**Article R – Patent Indemnity** contains the following language:

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.

We request the following amended language:

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent ~~arising out of the manufacture or delivery of supplies~~ to the extent caused by the Contractor's performance of its Services under this Contract.

We request this change because the Contractor will be providing services, not supplies.

**Use Additional Sheet If More Space Is Required**

Accepted: X Rejected: \_\_\_\_\_ See Addendum # \_\_\_\_\_

Explanation: Steven Colantuono

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To: **Rhode Island Public Transit Authority**

From: Hatch Associates Consultants, Inc.

Page & Reference: Page 73, Article XXII, Required Insurance

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**Request Description**

**Article XXII – Required Insurance** contains the following language:

The Bidder will be required to secure and maintain the following insurance coverages:

A. Minimum Limits:

2. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.

We request the following amended language:

The Bidder will be required to secure and maintain the following insurance coverages:

A. Minimum Limits:

2. The Rhode Island Public Transit Authority shall be named as additional insured under **the Comprehensive General Liability and Automotive Liability** ~~said~~ policies.

We request this change because additional insured cannot be added to Workers' Compensation Coverage.

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**Use Additional Sheet If More Space Is Required**

Accepted: X

Rejected: \_\_\_\_\_

See Addendum # \_\_\_\_\_

Explanation: Steven Colantuono

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To: **Rhode Island Public Transit Authority**

From: Hatch Associates Consultants, Inc.

Page & Reference: Page 17, Article E, Responsible

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**Request Description**

**Article E – Responsible** contains the following language:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

We request the following amended language:

~~(1)Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.~~

**(2)Contractor's Services are to be performed in a manner consistent with that degree of skill and care exercised by practicing design professionals performing similar Services in the same locality, at the same site and under the same or similar circumstances and conditions. The Services will be provided in accordance with the requirements of this Contract, and pursuant to the direction and to the satisfaction of the Authority.**

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We request these changes: because it only applies to contracts for the supply of material. We will be providing professional services; and <sup>(2)</sup>in order to clarify that the Contractor will be held to the Standard of Care in the performance of its Services under this Contract.

**Use Additional Sheet If More Space Is Required**

Accepted: X                      Rejected:                                           See Addendum #                     

Explanation: Steven Colantuono

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