



# QUESTION AND ANSWER #02

## Water Quality Program On-Call Services

Contract No. 070329  
Project No. TBD

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Question #	BIDDER QUESTIONS	PORT RESPONSES	Question to Port Date	Response Issued - Date	Attached Document
1	What type of training will be required under categories A and C?	The “training” task listed in this RFQ is to provide training and/or create training materials for future training events hosted by the Port and NWSA. The training curriculum centers around stormwater permit requirement, as all of the permits have a required training component. Training will be attended by Port/NWSA staff, maintenance staff, tenants and customers, as necessary or requested.	5/9/2016	5/13/2016	NA
2	<p>There is an indemnity provision in Paragraph 18 of Attachment C - Port of Tacoma Standard Terms and Conditions, Professional Services Agreement. However, there is also an indemnity provision in Attachment D - Port of Tacoma Project Terms and Conditions (paragraph 2(b) (c) and (e)) which are different than the paragraph in Attachment C. Both indemnity provisions appear to address general matters (including professional liability claims).</p> <p>Which indemnity provision will be included in the final agreement? If both indemnity provisions will be included, which paragraph will take precedence in the event of conflict and will there be language in the agreement addressing this order of precedence?</p>	When submitting an SOQ, please state any concerns or questions in regards to the Terms and Conditions and if possible any revised language. Final Terms and Conditions will be negotiated with the selected consultant(s).	5/11/2016	5/13/2016	NA