



ADDENDUM # 1 OF 1

Project Name: Seismic A & E Services - Europe, Africa, Middle East - Group C

Project No.: N/A

Solicitation No.: **ARL-EAMGRPC-SEISMIC-12054**

Date: 5 June 2014

The following supplements and/or supersedes the request for proposals documents issued on 2 May 2014. This addendum forms part of the contract documents and is to be read, interpreted, and coordinated with all other parts. Any change to the cost of the work as a result of this addendum is to be included in the price proposal. The following revisions supersede the information contained in the original Request for Proposals Package for the above-mentioned project to the extent referenced and shall become part thereof.

1. Question #1

We are wondering whether DFATD would agree to incorporating a mutual waiver of consequential damages and an overall limitation of liability commensurate with level of scope and fee?

Answer

No. DFATD does not have the authority to limit the liability of any Contractor against third party claims.

2. Question #2

Current language in sections GC38 (Warranty) of Section "II" of the Architectural and Engineering Services Individual Supply Contract suggests a higher standard of care than is insurable. Can DFATD clarify that this warranty and section only applies to the Contractor and that this does not apply to the Consultant?

Answer

For the purposes of the Draft A&E Services Individual Supply Contract, the terms Consultant and Contractor, are both defined by the Description of Services of the Draft Supply Arrangement. Therefore, the terms both refer to the A&E Services Consultant with whom Her Majesty enters into the contract.

3. Question #3

In order to align with insurance coverage, would DFATD consider deleting the time is of the essence provision in GC34 as it may be deemed to conflict with professional standard of care?

Answer

No.

4. Question #4

Regarding Section 1.3- Reimbursable Expenses, in Section I of the Supplementary Conditions - will DFATD hire the contractors noted here directly or will the Consultant hire the contractor?

Answer

The Consultant is the Prime Contractor to Her Majesty. All other contracted work, if approved, is to be subcontracted by the Consultant.

End of Addendum # 1