



Forsyth County Procurement

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October 6, 2022

ADDENDUM #1

RFP No. 22-108-3320

For: Water and Sewer Engineering Services as Needed

This addendum supersedes and supplements all portions of the bidding documents and becomes part of the contract documents for the above-referenced project.

Where any item called for in the specifications or indicated on the drawings is supplemented hereby, the original requirements shall remain in effect.

Where any original item is amended, voided or superseded hereby, the provision of such item not so specifically amended, voided or superseded shall remain in effect.

Clarification on Bidder Questions:

- 1. Q: Is it correct that SUE services will be part of land surveying and does not need to be included in this submittal? We are currently on the County's on-call surveying list and have SUE services as part of our contract.**

A: Firms are not required to provide or include SUE services in this proposal. However, tell us if the firm can self-perform these services. Typically, SUE services will be provided under a separate contract by the County or subcontracted by the Engineer for a specific project.
- 2. Q: Is it correct that Geotechnical services will be part of land surveying and does not need to be included with this submittal?**

A: Firms are not required to provide or include Geotechnical services in this proposal. However, tell us if the firm can self-perform these services. Typically, Geotechnical services will be provided under a separate contract by the County or subcontracted by the Engineer for a specific project.
- 3. Q: If we are utilizing a subconsultant for ROW/Acquisitions, will that firm need to be prequalified with GDOT?**

A: Firms are not required to provide or include land acquisition services in the proposal. However, tell us if the firm can self-perform these services and if the firm is prequalified with GDOT. Typically, land acquisition services will be provided under a separate contract by the County or subcontracted by the Engineer for a specific project.

- 4. Q: On Page 6, under the Scope of possible Services, No. 15, Land Surveying is listed, but on page 7, under “Land Survey and Geotechnical Services” paragraph 1, it states, “In general, the Department shall acquire land surveying and geotechnical services outside of this contract through the County’s annual contracts for these service.” Please clarify.**

A: Firms are not required to provide or include Land Surveying services in this proposal. However, tell us if the firm can self-perform these services. Typically, Land Surveying services will be provided under a separate contract by the County or subcontracted by the Engineer for a specific project.

- 5. Q: Are electronic signatures permissible on the transmittal letter and forms, for both the printed and electronic copies?**

A: Yes

- 6. Q: Can pages be double sided? Or is the 20-page limit single sided only?**

A: Proposals may be printed on one side or both sides of paper sheets. A sheet of paper has two sides and each side is considered a page. Blank pages will not be counted towards the page limit.

- 7. Q: Can Respondents show FCDWS projects for one of the five projects to be shown in Section 3 Qualifications/Experience?**

A: Yes

- 8. Q: For Section 4a, Org Chart, can Respondents show the Org Chart on an 11x17 page?**

A: No. However, more than one page may be used to provide an organization chart.

- 9. Q: For Section 3b, Featured Projects, what does the design fee include?**

A: Engineering and other professional services.

- 10. Q: Will the County agree that the indemnity provision in the contract comply with Georgia Statutes O.C.G.A. §13-8-2 which limits the indemnity to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of the contract?**

A: Any requested revisions to the Standard Services Agreement will need to be reviewed by Legal.

11.Q: As this contract is for professional design services, would the County please remove any reference to liquidated damages (*page 3 under Termination; item 27 on page 19*)? Liquidated damages are typically contractor-specific issues and are not applicable to the services of design professionals.

A: Any requested revisions to the Standard Services Agreement will need to be reviewed by Legal.

12.Q: Would Forsyth County consider excluding the Transmittal Letter from the 20-page limit? When including the litigation disclosure/details for the lead firm and proposed subconsultants, the letter ends up being multiple pages long.

Or if not, may respondents instead include the litigation details and any exceptions to the RFP in an Appendix that does not count towards the page limit?

A: Litigation details and exceptions to the RFP may be provided in an appendix and will not count towards the page limit.

13.Q: In order for professional liability insurance to more readily respond and cover related defense costs of the County, we request the addition of the following sentence to the end of Paragraph IV.D of the Sample Service Agreement (specific only to professional liability claims):

For professional liability claims, Contractor shall reimburse the Indemnified Parties for all reasonable costs of their defense in the same proportion Contractor is found liable, rather than 'defend' as above.

Unlike non-professional liability policies that can and do pay ongoing defense costs through resolution of the claim, a nuance of most professional liability policies is they 'look back' and provide for proportional reimbursement of defense costs once a determination of liability is made.

A: Any requested revisions to the Standard Services Agreement will need to be reviewed by Legal.

14.Q: Will the county provide a standard rate sheet?

A: No