

July 7, 2021

TO: All Bidders under Request for Proposal (RFP) No. 21-500567

FROM: Department of Purchasing and Contracting, DeKalb County, Georgia

ADDENDUM NO. 5

Request for Proposal (RFP) No. 21-500567 Consent Decree - Design and Engineering Services For Shoal Creek Trunk Sewer Relief Project (Multiyear Contract), is hereby amended as follows:

- A. It is **Mandatory** that proposers acknowledge Addendum No. 5.
- B. **Modification to the Request for Proposal.**
 1. Deadline for Submission of Proposals has been extended to July 21, 2021 at 3:00 P.M. EST.
 2. **(Revised June 25, 2021) ATTACHMENT J, SAMPLE COUNTY AGREEMENT FOR PROFESSIONAL SERVICES.** Delete in its entirety. Replace with **(Revised July 7, 2021) SAMPLE COUNTY AGREEMENT FOR PROFESSIONAL SERVICES.**
 3. **EXHIBIT VI – CONCEPTUAL ALIGNMENTS AND GEOTECHNICAL REPORTS.** Delete in its entirety. **Replace with (Revised July 7, 2021) EXHIBIT VI – CONCEPTUAL ALIGNMENTS AND GEOTECHNICAL REPORTS.**
- C. We have received questions pertaining to this Request for Proposals. The questions and their resulting answers appear below:
 1. Question: Based on the Conceptual Plan & Profile Drawings included in Addendum No. 4, Exhibit VI, is this direction from DWM for the method of design and the basis for proposers to price this as primarily an in-place/in-trench replacement with some rehabilitation and re-alignment with new sewer? Asked differently, does DWM want an evaluation of the various methods (i.e., in-place/in-trench replacement, relief sewer, new sewer) for design and construction to provide the additional sewer capacity for the Snapfinger basin?

Answer: Yes. Design firm will need to investigate and recommend best approach (in-situ replacement, parallel trunk etal) to DWM at the BRD report stage. Consideration for constructability (including bypass pumping), impact on properties, impact on the environment (stream, wetlands etc.) and ease of future

operations and maintenance will need to be included with the Architect/Engineer (A/E)'s recommendations.

2. Question: Can the County confirm whether geotechnical data reports containing subsurface and groundwater data prepared by the County's geotechnical subcontractor will be provided in addition to the geotechnical scope of work documents.

Answer: No. Geotechnical recommendations were made by the Early Works A/E. No geotechnical investigations have been completed. Include this effort in the bid per the RFP.

3. Question: In the revised EXHIBIT I SCOPE OF WORK, Subtask F – 90% Documents /g–Permitting/ii “Confirm that all permitting regulatory approvals have been obtained and that no outstanding issues prevent the project to be bid” with 90% submittal package, can you please elaborate how permitting regulatory approvals will be obtained (and that there are no outstanding issues) when the permitting agencies typically will not review permitting packages that are less than 90% design and some require only 100% design documents.

Answer: It is anticipated that the A/E will submit for and obtain all permits starting at the DWM acceptance of the 90% design submittal. The purpose of the 12-month phase after the design is to obtain permits and easements. 100% submittal requirements for some permits should work within the above timeframe.

4. Question: On the revised EXHIBIT 1 SCOPE OF WORK, Subtask M - Engineer to perform the following: part c. Record Drawings: “Verify General Contractor’s Record Drawings...”, Please provide additional detail as to what is meant by “Verify” and confirm that the Engineer will not be required to seal record drawings produced by others. Note that it is typical for the General contractor to produce red line marked ups of the 100% design drawings that are then submitted to the engineer for incorporation into a Record drawing package which is sealed.

Answer: The RFP already notes this process. Design A/E will make weekly progress site visits, contractor will provide a complete set of redlines to design A/E and the design A/E will review and confirm contractor’s redlines to ensure submitted plans reflect what was actually built. It is was never anticipated that the design A/E would seal the Contract Record Drawings.

5. Question: Will the Project Sections I, II and III be permitted as one overall project? Or will they be permitted as 3 separate projects?

Answer: One project for permitting requirements. However, it is anticipated that the project will include multiple divisions (to be determined) to ensure bonding

requirements are not excessive and maximize the ability of local larger contractors to bid the project.

6. Question: “Item C - Objectives on page 5 of the RFP bullet 2. Schedule: states this project is directly included as a specific requirement of the new Consent Decree. The consent decree includes stipulated penalties which increase as the period beyond completion date increases. Will the County agree to addition of the following to the sample agreement in: Art. IV – H (Indemnification) – ‘Notwithstanding the foregoing or anything in this Agreement to the contrary; Contractor shall not be liable for any stipulated penalties or similar fines or damages imposed upon the County in relation to the County’s Consent Decree with the United States of America dated xx, xx, xxxx except and then only to the extent such penalties, fines or damages are caused by the Contractor’s sole negligence.”

Answer: No. The County will not agree to the suggested addition to the sample agreement.

7. Question: Addendum 4 Question 6 a response states: The awarded engineer shall identify and complete all necessary geotechnical work needed for their design efforts. On the revised Attachment A Cost Proposal Item No. D – Geotechnical Investigation is listed under the Owner Controlled Allowance. Can you please clarify if the cost of completing the necessary geotechnical investigation work will be reimbursed from the Owner Controlled Allowance, or should it be included in the Engineers Lump Sum prices?

Answer: Geotechnical investigation will be reimbursed (after scope and cost is approved by DWM) from the Owner Controlled Allowance.

8. Question: Is printed electronic signature of authorized signatory on the "Original" hardcopy proposal acceptable to the County?

Answer: Yes.

9. Question: If a DeKalb LSBE firm is a sub on this Shoal Creek design project, what other projects, if any, would that firm would be precluded from participating in as a sub?

Answer: Being a subcontractor on this project does not preclude the firm from being a subcontractor on other projects.

10. Question: Response to Question No.22 in Addendum No. 4 indicated that the County would make adjustments to the sample agreement to comply with the revised State Statue, but the revised (June 21, 2021) Sample Agreement does not include revised language. We offer the attached redline of Section H.

Indemnification Agreement pulling the language from the amended Georgia statute, for your consideration.

The Contractor shall indemnify and hold the County, its elected officials, officers, and employees (“County Indemnitees”) harmless for damages, losses and expenses, including reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee’s sole negligence.. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, or servant of the County, nor any employee of Contractor, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

Answer: The standard sample agreement has been adjusted/changed to comply with revised State Statute. The County will not agree to the suggested redline of the sample agreement. Please refer to the above listed Modification to the Bid, No. 2.

11. Question: The document file provided “Revised 5-26-21 Geotechnical Scope of Work Section 3 Package 2 – Final” appears to be corrupted cannot be opened.

Answer: The “Revised 5-26-21 Geotechnical Scope of Work Section 3 Package 2 – Final” has been updated. Please also refer to the above listed Modification to the Bid, No. 3.

12. Question: 12. “Revised 5-26-21 Geotechnical Scope of Work Section 3 Package 2 - Final (2)” file provided by the County as a part of Addendum No. 4, Exhibit VI, seems corrupt and will not open. Can the County provide this file again?

Answer: The “Revised 5-26-21 Geotechnical Scope of Work Section 3 Package 2 – Final” has been updated. Please also refer to the above listed Modification to the Bid, No. 3.

- D. It is the responsibility of each proposer to ensure that he is aware of all addenda issued under this RFP. It is **MANDATORY** that this addendum be signed and returned with the proposal submittal. You may call Willie Moon, Senior Procurement Agent, at (404) 371-7021 or send an email to wmoon@dekalbcountyga.gov before the proposals are due to confirm the number of addenda issued.

E. All other conditions remain in full force and effect.

Willie Moon, CPPB
Senior Procurement Agent
Department of Purchasing and Contracting

ACKNOWLEDGMENT

Date: _____

The above Addendum No. 5 is hereby acknowledged:

(NAME OF PROPOSAL)

(Signature)

(Title)