

**SUPPLEMENTAL INFORMATION**  
**ADDENDUM NO. 1**

PROJECT: RFP No. 20-105-003  
Professional Services - Booster Pump Station

CONTACT: Fiona Charleton, Purchasing Agent  
912-754-2159 [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)

DATE ISSUED: December 9, 2019

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RFP No. 20-105-003 dated October, 2019 is hereby amended as noted herein : BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER'S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

**SECTION III:**

REPLACE paragraph **3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS**

With:

**3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS (REVISED):**

The County shall evaluate all proposals submitted to the RFP. All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration. Responses which do not include the full scope of work, or which state exclusions or which provide a modified scope of work will be considered "Non Responsive".

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**SECTION V:**

Replace paragraph **5.1.3 GEOTECHNICAL**

With:

**5.1.3 GEOTECHNICAL (REVISED):**

The awarded firm will be responsible for securing the services of and paying for the services for geotechnical engineering on the property that Effingham County owns, to determine the soil/site conditions. This contract shall also be responsible for other geotechnical services required to provide a complete design for proposed "Booster Station". A copy of the Geotechnical Report shall be made available to owner, one (1) electronic copy and one (1) paper copy.

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**SECTION V:**

**Add new paragraph:**

**5.1.5 SURVEYING:**

Surveying of the proposed building site and the site of incoming water main and other related areas items required to provide complete information for the design of the proposed “Booster station is part of this contract. This contract shall engage and pay for all needed surveying services to complete the design of this project. A copy of the completed survey shall be made available to owner, one (1) electronic copy and one (1) paper copy. In additions to site surveys, the project manager/ project engineer shall visit the site prior to start of design and make themselves familiar with the sites and there surrounding conditions..

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**QUESTIONS :**

- 1) **QUESTION:** On July 1, 2016, a new Georgia statute, O.C.G.A. § 13-8-2(c) went into effect that both limits the scope of contractual indemnities given by architects, engineers and land surveyors and prescribes language that must be used in such indemnity clauses. Will Effingham County consider adopting indemnification requirements that are consistent with coverage under standard professional liability insurance policies and consistent with Georgia Law OCGA 13-8-2?

**ANSWER:** Please see additions (highlighted) to paragraph **2.15 INDEMNIFICATION** and to **SECTION I-9 INDEMNIFICATION** below:

**2.15 INDEMNIFICATION:**

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by **or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract.** The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

**SECTION I-9 INDEMNIFICATION.**

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by **or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract.** The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

- 2) QUESTION: Who currently owns the property?  
ANSWER: Effingham County Board of Commissioners.
- 3) QUESTION: Is there an equipment brand preference?  
ANSWER: No, at this time, there is no specific brand preference.

All other terms and conditions in RFP 20-105-003 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**END OF ADDENDUM NO. 1**

# PRE-BID SITE VISIT AND MEETING SIGN IN SHEET

PROJECT : RFP No. 20-105-003 - Professional Services - Booster Pump Station

MEETING DATE : 11-25-19

Name - PLEASE PRINT	Arrival Time	Company - Name and Address	Phone	Email - PLEASE PRINT
Fiona Charleton		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-2159	<a href="mailto:fcharleton@effinghamcounty.org">fcharleton@effinghamcounty.org</a>
ERIC TOLKSDORF		COM OPERATIONS	912 690 5328	
Chris Buvke		Hussey Gay Bell 329 Commercial Dr, Savannah GA 31406	912 354 4626	<a href="mailto:churke@husseygaybell.com">churke@husseygaybell.com</a>
Kenny Green		Tompseed Engineers 4210 Columbia Rd Bldg. 3 Augusta, GA 30907	706-863- 8800	<a href="mailto:kgreen@gteengineers.com">kgreen@gteengineers.com</a>
Barrett Neal		GWES, LLC 1810 Newcastle St. Brunswick, GA 31520	912-237- 8460	<a href="mailto:bneal@gwesllc.com">bneal@gwesllc.com</a>
CITIZIS STAVALL		THOMAS + HUTTON 50 PARK OF COMMERCE WEST SAVANNAH GA 31405	912-234 -5300	<a href="mailto:stoval@cctandh.com">stoval@cctandh.com</a>
Ben Lark		Enc Engineering 10 Chatham Center South Suite 100 Savannah GA 31405	912-652- 49412- 644-3228	<a href="mailto:ben_lark@enc-eng.com">ben_lark@enc-eng.com</a>
Mark Pickering		Coleman Company Inc 1480 Chatham Pkwy, Suite 100 Sav. GA 31405	912-200-3041	<a href="mailto:mpickering@ccl-sav.com">mpickering@ccl-sav.com</a>
Bill Keaton		" "	"	<a href="mailto:bkeaton@ccl-sav.com">bkeaton@ccl-sav.com</a>



**PRE-BID SITE VISIT AND MEETING SIGN IN SHEET**

<p><b>PROJECT : RFP No. 20-105-003 - Professional Services - Booster Pump Station</b></p>	<p><b>MEETING DATE : 11-25-19</b></p>
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**MEETING DATE : 11-25-19**

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