



Oconee County Board of Commissioners

Addendum 1

DATE: September 11, 2023
TO: All Prospective Bidders
FROM: Procurement Officer
RE: Addendum 1, RFP# 24-08-001 Project Management Consultant Services

The following changes are to be incorporated into the solicitation documents dated **August 22, 2023**. All those receiving this addendum should modify their documents to show the below described changes.

1. Answers to questions submitted prior to the deadline of 5:00 pm on September 4, 2023.

2. UPDATED Attachment A : Sample Contract

All questions shall be directed to Ms. Jessica Ellis, Procurement Officer via email at ocbids@oconee.ga.us

1. Answers to questions submitted prior to the deadline of 5:00 pm on September 4, 2023.

Q1: On page 25 and 26 Sections B, C & D there is a reference to Oconee County's Project management software system; could you provide the name of that system?

A1: At this time, Oconee County does not have a project management software.

Q2: On page 29 the Firm Experience Section refers to receipts and fee; Is this the consultant's revenue for transportation and non-transportation projects?

A2: Yes. "Distinguish between transportation and non-transportation related receipts and fees. Use index of ranges shown below:"

Q3: On page 33 Attachment A, Item B Attachments; This language appears to be for a contractor; Could this language be removed from the Sample Contract?

A3: Please see updated Sample Contract.

Q4: On page 33 Attachment A, Item 5 Indemnification & Hold Harmless; has duty to defend language, which is against GA law for professional services. Could this language be modified in accordance with GA law? Also, we don't see any standard of care language; Could this language be added?

A4: Please see updated Sample Contract.

Q5: Is the Affidavit Verifying Status for County Public Benefit Application (SAVE AFFIDAVIT) a necessary form we need to complete.

A5: All items listed on the Bidder's Checklist should be included in your proposal submission.

Q6: Can we submit our qualifications for the Oconee County (GA) Project Management Consultant Service for Land Acquisition services only? Or does the County prefer teaming arrangements to address all services?

A6: The County prefers a teaming arrangement to address all services, but the County will award the services in the best interest of the County.

Q7: Can the County provide a breakdown of the expected % of contract of each work category in the scope: General, CEI, Land Acquisition, Environmental?

A7: Not at this time.

Q8: Can the County give a breakdown of which scope each rate class position falls under: General, CEI, Land Acquisition, Environmental?

A8: Not at this time.

Q9: Land acquisition is typically priced per parcel, is the county open to a graduated price per parcel in lieu of hourly rates for this category?

A9: Yes.

Q10: Are environmental services intended to be turn key or the supervision of the design consultant team?

A10: It will depend on the project. If a separate consultant is performing the PE, the project management consultant would supervise the environmental effort. If the project management consultant is designing the project, they would be expected to perform the necessary environmental work.

Q11: What percentage of design projects are locally funded vs GDOT/federally funded?

A11: Out of the current projects in the design or right-of-way phase, there are nine current projects with two being federal aid projects. Funding has not been determined on one of the projects at this time.

Q12: Can the County provide a comprehensive list of TSPLOST and SPLOST projects that will fall under this Program Management Contract? Does Finance have a project listing for TSPLOST/SPLOST or do we just have categories?

A12: It is the County's intention to use TSPLOST funds in expanding its current paving contract to include additional roads but specific projects have yet to be identified.

Q13: Will the consultant provide geotechnical services? Currently, the County uses outside geotech consultants.

A13: It is not necessary for the selected firm to provide these services. If responding firms provide these services, a fee structure should be provided as an alternate.

Q14: Will the consultant provide testing services?

A14: It is not necessary for the selected firm to provide these services. If responding firms provide these services, a fee structure should be provided as an alternate.

Q15: Will Oconee County be using a bond or will the projects be performed as funds are collected?

A15: Historically, the County has funded projects as funds become available.

Q16: The RFP mentions space for three staff in county facilities; Are these anticipated to be 3 full time staff?

A16: A full time presence in the County offices is not required. The consultant may determine the best internal structure to satisfy the project management services for the County.

Q17: What services does the County intend to be staffed in the County offices?

A17: A full time presence in the County offices is not required.

Q18: Will the services of this contract be as needed, or will the county utilize a dedicated full-time core team?

A18: As needed.

Q19: Will there be in-house design as a part of this contract?

A19: The County may elect to use the selected firm for in-house design or may utilize a separate vendor for design work.

Q20: Can the County explain your vision for the roles of Manager and Principal and how they differ?

A20: The hourly rates do not have to be all inclusive. Depending on the structure of the firm, some categories may not be filled. The intent is to provide a thorough enough list for the consultant to provide the necessary services for the successful completion of the project.

Q21: Can the County explain your vision for the roles of Manager and CEI Director and how they differ?

A21: The hourly rates do not have to be all inclusive. Depending on the structure of the firm, some categories may not be filled. The intent is to provide a thorough enough list for the consultant to provide the necessary services for the successful completion of the project.

Q22: Can the County explain your vision for the roles of Project Engineer and Office Engineer and how they differ?

A22: The hourly rates do not have to be all inclusive. Depending on the structure of the firm, some categories may not be filled. The intent is to provide a thorough enough list for the consultant to provide the necessary services for the successful completion of the project.

Q23: Can the County explain your vision for the roles of Plan Review/bid Prep and Review Engineer and how they differ?

A23: The hourly rates do not have to be all inclusive. Depending on the structure of the firm, some categories may not be filled. The intent is to provide a thorough enough list for the consultant to provide the necessary services for the successful completion of the project.

Q24: What roles are anticipated to be needed full-time, half time, on-call?

A24: The consultant is anticipated to provide staff as needed for the successful completion of the project.

Q25: Under the scope of work for each category, it states "The Consultant may be required to utilize Oconee County's project management software for project administration activities.". What project management software may Oconee County expect the Consultant Team to utilize?

A25: At this time, Oconee County does not have a project management software.

Q26: Under proposal requirements, it states "Provide the firm's Georgia DOT prequalification for the area/class for the service area for which the firm is seeking to provide services." Which GDOT area/classes are Oconee County expecting the Consultant Team to be pre-qualified?

A26: If the firm is GDOT prequalified in any area, please include the prequalification certificate for the firm.

Q27: The cover of the RFP states, "Program Management Consultant Services" however under Scope of Work and in other various parts of the RFP it states, "Project Management Consultant Services". Which title should we use for our RFP response?

A27: Project Management Consultant Services

SAMPLE CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between the Oconee County Board of Commissioners (Party of the First Part, hereinafter called the County) and _____ (Party of the Second Part, hereinafter called the Consultant).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows: to provide project management professional services on an annual contract.

- 1. TERM** This contract shall commence _____, for a one (1) year period with four (4) renewal options for an additional one (1) year period.
- 2. PERFORMANCE** Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in a good, firm and substantial workmanlike manner, the work specified, in strict conformity with the Bid Proposal.
- 3. PRICE** As full compensation for the performance of this Contract, the County shall pay the Consultant for the actual quantity of work performed. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A) is the total obligation of the County pursuant to O.C.G.A. section 36-60-13 (a) (3). The County agrees to pay the Consultant following receipt by the County of a detailed invoice, reflecting the actual work performed by the Consultant.
- 4. INDEMNIFICATION & HOLD HARMLESS** Consultant agrees to indemnify and hold harmless the County, its Commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens and judgements for 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 to the extent arising out of and attributed to the negligent acts, error or omissions of the Consultant. The Consultant's obligation to indemnify and hold harmless as set forth hereinabove shall include any matter arising out 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.

Consultant further agrees to indemnify and hold harmless the County, its Commissioners, officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Consultant.

5. STANDARD OF CARE

Consultant shall perform the Services with the level of professional skill, care, competence, judgment, and diligence as would reasonably and ordinarily be expected to be exercised by duly qualified and experienced professional engineering, procurement, and construction management firms experienced in international projects of a similar nature and magnitude to the Project and in the performance of Services identified herein.

- 6. TERMINATION FOR CAUSE** The County may terminate this Contract for cause upon ten (10) days prior to written notice to the Consultant of the Consultant's default in performance of any term of the Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by the law.
- 7. TERMINATION FOR CONVENIENCE** The County may terminate this Contract for its convenience upon thirty (30) days written notice to the Consultant. In the event of the County's termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

- 8. NOTICE** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Procurement Officer or to the Consultant or his authorized representative by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Consultant to the County's Procurement Officer or by the County to the Consultant's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County: Oconee County Finance Department
Attn: Procurement Officer
7635 Macon Highway
Watkinsville, GA 30677

With a copy to: Oconee County Public Works
Attn: Public Works Director
7635 Macon Highway
Watkinsville, GA 30677

If to the Consultant: TBD

- 9. CONTRACT NOT TO DISCRIMINATE** During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability which does not preclude the applicant or employee from performing the essential functions of this position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.
- 10. ASSIGNMENT** The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title or interest therein to any person, firm or corporation without the previous consent of the County in writing.
- 11. WAIVER** A waiver by either party of any breach of any provision, term, covenant or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term covenant, or condition.
- 12. SEVERABILITY** The parties agree that each provision included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.
- 13. GOVERNING LAW** The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Oconee County, Georgia.
- 14. MERGER CLAUSE** The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS THEREOF, the parties hereto, acting through their duty authorized agents, have caused this Contract to be signed, sealed and delivered.

CONSULTANT:

Signature

Name (Print)

Title

Date

COUNTY:

Signature

John Daniell

Name (Print)

Chairman, OCBOC

Title

Date

ATTEST:

Signature

Name (Print)

Title

Date

ATTEST:

Signature

Holly Stephenson

Name (Print)

County Clerk

Title

Date