



DATE: February 18, 2022

TO: All Offerors'

FROM: City of Brookhaven Purchasing Department

RE: RFQc No. 22-102 On-Call Professional Engineering Services

Please see Addendum No. 2 for the above-referenced solicitation.

ADDENDUM NO. 2
Request for Qualifications No. 22-102
On-Call Engineering Professional Services
REVISED 2/18/2022

1. The following change has been made to the above-referenced solicitation.

Delete: Page 1

Add: REVISED (Extended Due Date) Page 1 3/3/2022

Questions and Answers

Delete: Page 5

Add: REVISED (Added SMALL AND MINORITY BUSINESSES CLAUSE)

2. All other terms and conditions remain the same.

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Request for Qualifications No. 22-102

On-Call Engineering Professional Services

Date: January 18, 2022

Non-Mandatory Pre-bid Conference
Monday, January 31, at 2:00 p.m. EST.
City of Brookhaven City Hall or via Zoom
4362 Peachtree Road, Brookhaven, GA 30319
Zoom Registration Required - <https://us06web.zoom.us/meeting/register/tZIsd-2rrj0pHdTD-vw0CbftEHj3rHWelICU>

PROPOSAL DUE DATE:

Thursday, March 3, Tuesday, March 1 February 15, 2022, at 4:00 p.m. EST.

Bids shall only be accepted online through the Bonfire Portal at:
<https://brookhavenga.bonfirehub.com/projects/view/58749>

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Instructions to Offerors:

1. All communications regarding this solicitation must be with the Purchasing Manager, Shakera Hall, shakera.hall@brookhavenga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://brookhavenga.bonfirehub.com/projects/view/58749>. Questions are due no later than **Thursday, February 3, 2022 at 4:00 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at and it is the Offeror's responsibility to <https://brookhavenga.bonfirehub.com/projects/view/58749> check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The City of Brookhaven reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.
5. The City of Brookhaven is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

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- A. The following are questions received and City of Brookhaven responses for the above-referenced solicitation:
1. In the Pre-bid meeting, it was mentioned that Surveying/SUE would be covered under another contract. Can you confirm that any needed surveying services for this contract will be covered by the separate contract or should we include Surveying on our team?
A: Survey, Geotech, SUE, and CCTV services will be covered by other on-call professional services contracts. However, if a firm offers these services, they are encouraged to submit qualifications for these contracts as well.
 2. On page 34 of the RFQ, the Project Personnel section requests that "licensure of key personnel should be included." Can you clarify if you would like a copy of the individual's license be included in the proposal or would noting their license information (state, number, etc) on the resume be sufficient?
A. Proof of current Georgia Professional Engineering registration from <https://verify.sos.ga.gov> should be provided for each professional engineer proposed to provide professional engineering services under this contract.
 3. On page 34 of the RFQ, the Experience section requests "the name of the project director" be included. Can you clarify which individual you are referring to? Would that be who oversaw the project on the client's side or on the submitting firms side?
A. 3.B. refers to clients/references, not the firm's personnel. The City is interested in identifying the point-of-contact with the most depth-of-knowledge of the firm's overall performance on the project/contract. For example, the City Manager is likely too far removed from the project to provide that information unless the CM was the day to day point of contact
 4. Do we need to include client contact information in the Experience section, separate from the References section?
A: Yes. For the Experience bullet, the focus is on the relevant experience with projects of a similar Scope of Work, i.e. On-call Services. The point of contact should be the most knowledgeable about that specific contract. For Reference, the POC can be independent of the specific Scope of Work.
 5. In the RFQ Process on page 34, "References" and "Previous Experience" are labeled as their own sections. However, in the following pages, it looks like they are subsections to Tab 3 Evaluation and Selection Criteria. To ensure we submit properly, can you confirm whether "References" and "Previous Experience" are in fact their own tabs, or if they are to be included under Tab 3.
A: See answer to Question 4.

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6. In Section 3B: Firm Experience and References, can the 3 references that we include in “References” be the same ones we included in the project “Experience” section directly above? Or do we need to include a minimum of 3 “Experience” references, and then another minimum of 3 entirely different “References” that are not tied to a project example?

A: See answer to Question 4.

7. The RFQ Process on page 34 outlines a Cost Proposal to be included in the qualifications submittal. Is there a rate sheet for us to use or specific roles that the City is looking for us to include in the cost proposal?

A: Cost Proposal is not required for this RFQc.

8. I have a few questions regarding the proposal conditions section of the RFQ. We submitted the contract to our insurance carrier and they had concern with some of the wording.

A: Proposed Contract modifications would need to be reviewed with the City Attorney after the City has approved the Award.

- Can we replace the indemnity sections 12.1 through 12.5 with the following to be more fair to all parties?
- The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.
The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client’s negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence.
- Under 12.7.9 this does not align with our insurance policy. Our insurance allows for a \$100,000 deductible.
- Under Section 22.10, this is not covered unless awarded as part of the settlement.

9. Is there a specific list of GDOT Prequalification requirements?

A. Firms submitting for On-call Engineering Professional Services do not need to be pre-qualified with GDOT but must be familiar with GDOT Standards and Specifications.

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10. Do you anticipate any other types of permits outside of stormwater permitting, like a stream buffer variance or 404 permits?

A: Yes. Any type of permitting that might be required for the execution of typical municipal projects should be anticipated as part of an overall On-call Professional Engineering Services Contract.

11. Can you clarify what information you would like included for the "6. Cost Proposal" section mentioned on page 33 of the RFP?

A: Please see question #7.

12. What is the required format for the price proposal? Will hourly rates be allowed?

A: Please see question #7.

13. Is there a page limit for the proposal or any sections within the proposal?

A: No

14. Should proposers include resources for survey, SUE, geotechnical, lighting and/or environmental permitting? If no, will these resources be provided by the City or can a selected firm add these team members later as needed depending on the specific project?

A: See answer to Question 1.

15. What key personnel are required to be provided?

A: Key personnel include the members of staff that will have a significant impact on the execution of the signed Task Orders. This would include the project manager; the design engineer; if the designs will be generally performed by an engineering technician, then this person would be included; the key point of contact, if it is not the project manager; and the person authorized to make decisions and contractually bind the firm.

16. Is there a maximum number of key personnel?

A: There is not a limit, but we are looking for relevant information. Providing irrelevant information and/or members of staff will have an adverse impact on the scoring the firm's submittal.

17. Is there a maximum number of past projects to list in the Firm Experience section?

A: No. Please provide the minimum number of projects requested and then as many as it takes to demonstrate competence. While by no means a requirement, it may be prudent, however, to provide fewer projects with bullets / key information that demonstrates your firm's key competencies. For example, it may be advantageous to provide brief information on unique projects your team completed or how your team overcame unforeseen circumstances and still delivered an outstanding end product. It would be best to focus on team members proposed for this Contract.

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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 of the provisions 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 DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included 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.

15. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Brookhaven in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices in the past year. As a result of the study, recommendations have been made to the Brookhaven City Council to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services.

With respect to openness and transparency, the City of Brookhaven encourages all businesses regardless of size and status to engage in the City's procurement process. The City gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on following page.

