MEMORANDUM

To: Parties Interested in RFQP2019-19
From: Cindy Clack, Senior Buyer
Date: March 18, 2019
Re: RFQP2019-19 Progressive Design-Build Services Tanners Bridge WWTF Expansion to 1.0 MGD – Addendum No. 2 (3 pages Including Cover)

To date, the following questions have been submitted for RFQP2019-19, please see the attached 2 page addendum from Engineering Management, Inc.:

Thank you.
ADDENDUM NO. TWO (2)
BARROW COUNTY, GEORGIA
RFQP 2019-19 PROGRESSIVE DESIGN BUILD SERVICES
TANNER’S BRIDGE WWTF EXPANSION TO 1.0 MGD
ISSUED MARCH 18, 2019

RE: RFQP 2019-19 PROGRESSIVE DESIGN BUILD SERVICES
TANNER’S BRIDGE WWTF EXPANSION TO 1.0 MGD

FROM: ENGINEERING MANAGEMENT, INC.
303 SWANSON DRIVE
LAWRENCEVILLE, GA  30043
Chip McGaughey, P.E.
770-962-1387

TO: PROSPECTIVE RESPONDENTS

This Addendum modifies the original RFQP dated February 6, 2019.

The following items of the RFQP are modified as part of this Addendum:

General Questions and Clarifications
The following is a list of questions and answers received to date during the RFQP advertisement period.

- **Reviewing the RFOP, section 5.0 Proposal form, Form C: Professional License Certifications is not included in the RFQP Packet. Can you please provide a copy of this form?**
  Response: There is no actual Form “C” in Section 5.0. Just forms C1, C2, and C3.

- **Upon review of the contract language proposed in the RFQ, we request Barrow County to accept the following language as it relates to limitation of the contractor’s liability and consequential damages.**
  - To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Contract, including attorneys’ fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed in the aggregate, the revenue received by Contractor hereunder.
  - In no event and under no circumstances shall Contractor be liable to County for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
  Response: Barrow County will not amend the Agreement to limit the Contractor’s liability.

- **We request Barrow County to consider capping Liquidated Damages at the Contractors fee.**
  Response: Barrow County will not amend the Agreement to limit or cap the liquidated damages provision.
Please confirm the amount required for the bid bond. On Page 4 of the Pre-Proposal Agenda issued with Addendum #1, it states "bid bond shall be in amount equal to the Phase 1 contract price." However, on page 39 of the RFQ/P it states "the bid bond shall not be less than 5% of the total amount payable by the terms of the contract."

Response: The bid bond amount should be 5% of the total amount of the contract. The contract amount requested in this RFQP is the Contractor’s lump sum price for the Phase 1 design phase contract services. So, the statement on page 39 is technically correct.

END OF ADDENDUM NO. 2