



**Henry County  
Purchasing Department**  
140 Henry Parkway, McDonough, GA 30253  
Phone: 770-288-6027 Fax: 770-288-6047

Website: [henrycounty-ga.com/purchasing](http://henrycounty-ga.com/purchasing)

## **ADDENDUM #2**

**Issued May 7, 2020**

**RFP #20-42**

**Aquatic Consultant Services**

**Closing Date: 3:00 PM, May 22, 2020**

---

The following items take precedence over referenced portions of the documents for the above-named project and in executing a contract, will become a part thereof. Where any item in the documents is supplemented hereby, the original requirements will remain in effect. All supplemental conditions will be considered as added thereto. Where any original item is amended, voided or superseded hereby, the provisions of such items not so specifically amended, voided or superseded will remain in effect.

---

### **Submission Procedures for Sealed Bids and Request for Proposals**

Sealed Bids and RFPs are to be submitted by mail, common carrier or delivered in person at the Henry County Administration Building, 140 Henry Parkway, McDonough, Georgia. Fax or electronic bids are not acceptable. **During this time, once your bid/RFP is sent or delivered, we ask that you send an email to [purchasing@co.henry.ga.us](mailto:purchasing@co.henry.ga.us) to verify that we have received your bid/RFP.**

For in-person delivery, there will be two (2) options:

- (1) When the Administration Building is accessible, please see the attendant located at the front entrance for instructions, or
- (2) Use the large metal parcel drop box located outside the Administration Building. (While facing the front of the building, this box can be found at the front corner of the right side, near the front sidewalk.) The parcel box has a tamper-resistant drop slot that accepts items up to 14 inches in width and by 7.5 inches in height.

It shall be the duty of each Bidder to ensure that their bid is delivered within the closing date/time and at the place prescribed in the Bid/RFP document or subsequent addenda. Bids/proposals received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any bid/proposal received after the exact time and date specified, will not be considered. If a late bid/proposal is received via carrier, it will be marked "late bid" and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.

**At this time, the public opening of each Sealed Bid/RFP is to be determined. For instructions on how to participate in an opening, please send an email and include the Bid/RFP number and title to [purchasing@co.henry.ga.us](mailto:purchasing@co.henry.ga.us).**

**RFP # 20-42**  
**Aquatic Consultant Services**  
**Questions and Answers**

1. **Question:** Is a CPRP required, or is that something we can get after award?  
**Answer:** **Yes, a CPRP is required as stated in the RFP.**
2. **Question:** Is the indemnity negotiable?  
**Answer:** **Please see revised indemnification information.**
3. **Question:** Do you have a more detailed scope of work for the overall project (as in how many and what type of aquatic amenities)?  
**Answer:** **No. The Aquatic Consultant is expected to program a detailed scope of work for the overall project.**
4. **Question:** Is a percentage fee acceptable, if a detailed scope of work does not exist?  
**Answer:** **No.**
5. **Question:** Would the aquatic consultant that pursues this RFP be precluded from pursuing the full scope aquatic design when the Design/Build team is assembled?  
**Answer:** **Yes. This would be a conflict of interest for the Aquatic Consultant to be involved in the evaluation and selection process of the Design/Build team.**
6. **Question:** I see that there are a number of renderings and materials completed from a previous study/pre-design phase. Who completed these?  
**Answer:** **There has been no study/pre-design completed for this Aquatic Center to date.**
7. **Question:** Why is the previous consultant (who created the budget/renderings/study) not continuing with this aquatic consultant scope now?  
**Answer:** **There has been no design concept completed for this Aquatic Center to date.**
8. **Question:** In reviewing the Kinsley Grace Aquatic Center presentation, I see that the original schedule had construction beginning in January 2018 with a grand opening in May of 2019. What caused the schedule delay?  
**Answer:** **The Kinsley Grace Aquatic Center project is a separate, private project and not associated with this Henry County Aquatics Center project.**
9. **Question:** For the referenced “monthly” meetings – are these to be in-person or virtual or a mix?  
**Answer:** **Most monthly meetings will be in-person during planning and design phase; all monthly meetings will be in-person during construction phase.**
10. **Question:** If the County selects a firm for this Aquatic Consultant Services contract, does that preclude that same Aquatics Consultant from being a part of the Design-Build team for the design and construction of the aquatic center?  
**Answer:** **See Answer #5.**

11. **Question:** Based on the following Phase II, “Aquatic Consultant will provide direction to the designers on behalf of the County’s best interest for all pool equipment specifications and pool heating and air handling equipment specifications,” to what extent will the Aquatic Consultant team provide direction for the non-aquatic components for the aquatic center (i.e. building mechanical systems as opposed to the pool mechanical systems)?  
**Answer:** **The Aquatic Consultant will be fully involved in both the aquatic and non-aquatic components and specifications for materials and equipment for the complete Aquatics Center.**
12. **Question:** Based on the following in Phase III, “The Aquatic Consultant will represent the County on a monthly basis for Owner/Contractor meetings and construction inspections during the construction phase through completion of the project to ensure the quality and timely completion of the project,” to what extent will the Aquatic Consultant be making comment, ensure quality and/or inspecting the non-aquatic portions of the project (i.e. building materials/finishes, building inspections not related to the pool)?  
**Answer:** **The Aquatic Consultant will provide certain specification in the Design/Build RFP and will work closely in conjunction with the Architect approving submittals and inspecting work on behalf of the Owner ensuring quality and timely completion of project.**
13. **Question:** It would seem the Aquatic Consultant would also need a licensed architect on their team for this project. Is that an accurate statement?  
**Answer:** **No. The Consultant will assist with the evaluation and selection of the Design/Build team.**

## **REVISIONS**

### **25. Indemnification**

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

### **34. Insurance Requirements**

General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. Insurance companies must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The County reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

The following requirements shall also be applicable to the Contractor:

- a. Evidence of insurance must be provided to the Purchasing Department, 140 Henry Parkway, McDonough, Ga. 30253, within five days of execution of this contract and prior to commencing operations under this Contract;

**The certificate holder is to be issued to:**

**Henry County Board of Commissioners**

**Henry County, Georgia**

**but delivered to:**

**Henry County Purchasing Department**

**140 Henry Parkway**

**McDonough, Georgia 30253**

**The Bid Package number and project name should be referenced in the description of operations. The certificates may be faxed to the Purchasing Department at 770-288-6027.**

- b. The insurance policy required herein shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement.
- c. Any change in coverage or insurance carrier must be reported to the County's Purchasing Office in writing within five business days of the change.
- d. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;
- e. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;

- f. The County shall, without exception, be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and
- g. The County shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
- h. The Contractor shall procure and maintain insurance coverage in the following particulars:

**Workers Compensation Insurance**

In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

Georgia Statutory including Employers Liability	
Bodily injury by Accident – each employee	\$100,000
Bodily injury by Disease - each Employee	\$100,000
Bodily injury by Disease – policy limit	\$500,000

**Commercial General Liability**

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

**Automobile Liability**

Combined Single Limit	\$1,000,000
-----------------------	-------------

**Professional Liability Limit**

\$1,000,000
-------------

This addendum must be signed and attached to bid proposal to acknowledge receipt of addendum. **Failure to acknowledge any addenda will result in a non-responsive bid.**

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative’s Name

\_\_\_\_\_  
Authorized Representative’s Signature