



CITY OF ATLANTA

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Kasim Reed
Mayor

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

July 13, 2015

Dear Potential Proponents:

**Re: FC-8115, Program and Construction Management Services for the
Renew Atlanta Bond**

Attached is one (1) copy of **Addendum No. 2**, which is hereby made a part of the above-referenced project.

For additional information, please contact Lloyd A. Richardson, Contracting Officer, at (404) 864-8504, or by email at larichardson@atlantaga.gov.

Sincerely,

Adam L. Smith

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ADDENDUM NO. 2

This Addendum No. 2 forms a part of the Request for Proposals and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

- **Questions and Answers**
Total of eight (8) questions attached hereto as Attachment No.1.

Addendum No. 2 for FC-8115, Program and Construction Management Services for the Renew Atlanta Bond is available for pick-up in the Plan Room: City Hall, 55 Trinity Avenue, Suite 1900.

The Proposal due date HAS NOT been modified and Proposals are due on Friday, July 24, 2015 and should be time stamped in no later than 2:00 P.M. EDT and delivered to the address listed below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM,
CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S. W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

**** All other pertinent information is to remain unchanged****

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Acknowledgment of Addendum No. 2

Proponents must sign below and return this form with your proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of **Addendum No. 2, FC-8115, Program and Construction Management Services for the Renew Atlanta Bond** on this the _____ day of _____, 201__.

Legal Company Name of Proponent

Signature of Authorized Representative

Printed Name

Title

Date

Attachment No. 1

Questions and Answers

Question 1: Part V, Sample Contract, Section 5.1 (Description of Services) states “If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.” This provision has the possibility for scope creep. We respectfully request the City remove this provision.

Answer: The provision will remain unchanged. Changes in the work may be addressed pursuant to Section 5.3.

Question 2: Part V, Sample Contract, Section 5.3.6 (Change Documents) states “Nothing in this Agreement shall, in the event of disagreement between City and Consultant concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change.” We respectfully request the City to amend the language to read “The parties may at any time agree to a written Change Order within the general scope of this Agreement. If any Change Order should result in an increase or decrease in the cost of, or the time required for, performance under this Agreement, or otherwise affects any other provision of this Agreement, an equitable adjustment shall be made in the compensation, delivery schedule, or both if applicable and/or in such other provisions of this Agreement as may be so affected prior to JV's obligation to begin any such changed services.”

Answer: The provision will remain unchanged.

Question 3: Sample Contract, Section 9.2 (Professional Standards) states “The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.” This clause is typically used for construction contractors because it has “workmanlike” included. This provision also appears to conflict with the provision in the Scope of Services. We respectfully request the City to amend the language to read “The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.”

Answer: The provision will remain unchanged.

Question 4: Sample Contract, Section 14 (Indemnification by Consultant); we respectfully recommend adding “negligent” performance to trigger indemnity which appears to be absent as currently written.

Answer: The provision will remain unchanged.

Question 5: After some extensive research, our insurance carrier notified us that by Georgia Law, no insurance carrier and provide certification of insurance on any form other than the state-approved ACCORD form. We've attached a copy of the (Georgia) House Bill supporting this issue. After reviewing this information, please advise if Form 4.1, Certification of Insurance Ability Instructions can be deleted and replaced with verification of insurance on an ACCORD form.

Answer: The State Insurance Commissioner has reviewed the City's form and has determined that it is not in conflict with State law. Form 4.1, Certification of Insurance Ability, must be submitted with the proponent's submittal package.

Question 6: Reference Attachment No. 2, "Revised Required Submittal Form 8, Proposal Bond". In Paragraph 4 (starting with "Now Therefore:"), in Line 5, it states: "...and execute sufficient and satisfactory Performance and Payment Bonds...". My bonding company's concern is that the Proposal Bond is requiring the proponent to (later) provide a Performance and Payment Bond if awarded the project, in lieu of just a Payment Bond as indicated in Appendix B of the RFP. Please confirm that it is the City's intent to (only) require a payment bond from the successful proponent.

Answer: Correct. The City's is only requiring a Payment Bond from the successful proponent(s).

Question 7: The City of Atlanta's response to Question No. 3 in Addendum No. 1 refers back to the RFP (i.e. Appendix B, Insurance and Bonding Requirements). However, we believe that the essence of the question may not have been clearly conveyed. Appendix B does indicate that the insurance from the Contractor/Consultant must name the joint venture as the primary insured. But to elaborate, considering the amount of time, cost, and complexity of getting insurance in place for a joint venture prior to the RFP submission date, can each member of the joint venture team provide proof of their individual ability to meet the insurance requirements, along with a letter from one of the insurance carriers stating that if awarded the project, an insurance certificate in the name of the joint venture will be provided?

Answer: At the time of proposal submission, Form 4.1 may be submitted by each JV member or by the JV team. However, at the time of contract execution the JV must provide proof of insurance in the name of the JV.

Question 8: The City of Atlanta's response to Question No. 52 in Addendum No. 1 states that the term of the contract is for 3 years with a 1-year renewal option. Considering the unusual (payment) bond requirement for a Program Management/Construction Management (agency) contract, can a renewable payment bond be issued to the City on an annual basis to cover the anticipated value of services for that year?

Answer: Yes. The City will accept an Annual Renewable Bond.