



CITY OF ATLANTA

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

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

Kasim Reed
Mayor

September 14, 2015

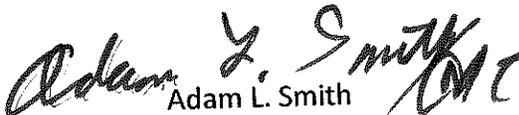
Dear Bidders:

**Re: FC-8314 Domestic CV & Taxi Hold Lot Relocation at
Hartsfield-Jackson Atlanta International Airport**

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 Mr. Philippe Jefferson, Contracting Officer at (404) 865-8565, or via e-mail at pejefferson@atlantaga.gov.

Sincerely,


Adam L. Smith

ALS:pej



Addendum No. 2

**Re: FC-8314 Domestic CV & Taxi Hold Lot Relocation at
Hartsfield-Jackson Atlanta International Airport**

September 14, 2015

Page 2

This Addendum forms a part of the Invitation to Bid and modifies the original solicitation package and any prior addenda as noted below.

1. REVISION TO PART II, EXHIBIT "D" INSURANCE AND BONDING REQUIREMENTS (SITE DEMOLITION)

2. REVISION TO PART II, EXHIBIT "F" INDEX OF DRAWINGS

Bids are due **Wednesday, September 23, 2015**, should be time stamped in no later than 2:00 p.m., and delivered to the address below:

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

**** All other information remains unchanged ****



Addendum No. 2

**Re: FC-8314 Domestic CV & Taxi Hold Lot Relocation at
Hartsfield-Jackson Atlanta International Airport**

September 14, 2015

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Acknowledgment of Addendum No. 2

Bidders must sign below and return this form with Bids 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 for **FC-8314, Domestic CV & Taxi Hold Lot Relocation at Hartsfield-Jackson Atlanta International Airport** on this the _____ day of _____, 2015.

Legal Company Name of Proponent

Signature of Authorized Representative

Printed Name

Title

Date



**MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE
PROJECT NUMBER FC-8314 – DOMESTIC CV & TAXI HOLD LOT RELOCATION**

ADDENDUM #2

1. REVISION TO PART II, EXHIBIT “D” INSURANCE AND BONDING REQUIREMENTS (SITE DEMOLITION)

Replace with: Exhibit ‘D’ Insurance and Bonding Requirements (Asbestos Abatement), attached to this Addendum.

2. REVISION TO PART II, EXHIBIT “F” INDEX OF DRAWINGS

VOLUME 1

G 00.01.1 COVER SHEET

G 01.01.1 INDEX OF DRAWINGS

G 01.03.1 INDEX OF DRAWINGS

G 01.04.1 INDEX OF DRAWINGS

G 02.01.1 SUMMARY OF QUANTITIES

G 02.02.1 SUMMARY OF QUANTITIES

C 17.01.1 CROSS SECTIONS CV ENTRANCE RAMP

C 17.02.1 CROSS SECTIONS CV ENTRANCE RAMP

C 17.03.1 CROSS SECTIONS CV ENTRANCE RAMP

C 17.04.1 CROSS SECTIONS CV ENTRANCE RAMP

C 17.05.1 CROSS SECTIONS CV ENTRANCE RAMP

C 17.06.1 CROSS SECTIONS CV ENTRANCE ROAD

C 17.07.1 CROSS SECTIONS CV ENTRANCE ROAD

C 17.08.1 CROSS SECTIONS CV EXIT ACCEL LANE

C 17.09.1 CROSS SECTIONS AIRPORT BLVD CONNECTOR TURN LANE

C 17.10.1 CROSS SECTIONS AIRPORT BLVD CONNECTOR TURN LANE

C 17.21.1 CROSS SECTIONS PARKING LOT N 4400 TO N 4450

C 17.22.1 CROSS SECTIONS PARKING LOT N 4500 TO N 4550

C 17.23.1 CROSS SECTIONS PARKING LOT N 4600 TO N 4650

C 17.24.1 CROSS SECTIONS PARKING LOT N 4700 TO N 4750

C 17.25.1 CROSS SECTIONS PARKING LOT N 4800 TO N 4850

A 11.01.1 ELEVATIONS

VOLUME 2

MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE
PROJECT NUMBER FC-8314 – DOMESTIC CV & TAXI HOLD LOT RELOCATION

ADDENDUM #2

G 50.01.1 COVER SHEET

G 51.01.1 GTC RELOCATION INDEX OF DRAWINGS

C 67.01.1 GTC RELOCATION CROSS SECTIONS WEST CURB 1

C 67.02.1 GTC RELOCATION CROSS SECTIONS WEST CURB 1

C 67.03.1 GTC RELOCATION CROSS SECTIONS WEST CURB 1

C 67.04.1 GTC RELOCATION CROSS SECTIONS WEST CURB 1

EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
FC-8314 DOMESTIC CV & TAXI HOLD LOT RELOCATION – ASBESTOS ABATEMENT

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Service Provider. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Atlanta, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Service Provider does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bond in the name of Service Provider’s entity or partnership as the primary insured.

2. Project Number & Name

The project number (**FC-8314**) and name (**Domestic CV & Taxi Hold Lot Relocation – Asbestos Abatement**) must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain

minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. Upon request, the Service Provider must submit the ratings for each company to the City.

For all agreements, regardless of size, companies providing insurance or bond under the agreement must meet the following requirements:

- i) Best's Rating not less than A-;
- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) Payment bond must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Service Provider's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the Agreement will not be construed to conflict with or limit Service Provider's indemnification obligations under the Agreement.

4. Insurance and Bond Required for Duration of Contract

All insurance and bond required by this Exhibit D must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bond under this Agreement and Exhibit D (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

Enterprise Risk Management
68 Mitchell St., Suite 9100

Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bond evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bond.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

8. Additional Insured Endorsements – Form CG 20 26 07 04 or Equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

NOTE: A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the effective date of the Agreement.

9. Mandatory Sub-Contractor/Consultant Compliance

Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Service Provider.

11. Waiver of Subrogation in favor of the City of Atlanta

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

B. Workers' Compensation and Employer's Liability Insurance

Service Provider must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the Agreement:

Workers' Compensation	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Service Provider must procure and maintain Commercial General Liability Insurance on Form CG 00 00 01 (or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Medical Expense
- Additional Insured Endorsement (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Service Provider must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability coverage required under this **Exhibit D**.

Additionally, in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **Ten Million Dollars (\$10,000,000)** combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Asbestos Abatement Liability

The Service Provider shall procure and maintain project specific Asbestos Abatement Liability Insurance in an amount not less than **\$500,000 each occurrence/aggregate.**

F. Performance and Payment Bonds

At, or prior to, Contractor's execution of the Agreement, Contractor must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of one (1) year value of the contract naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's value as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Contractor may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

1. In addition, prior to the commencement of any construction work by or at the instance of Tenant within the Premises, Contractor must provide to City a fixed price contract or contracts for all work to be performed within the Premises, which contract(s) shall be insured by, and Tenant shall provide to the City, a Payment Bond in an amount equal to one hundred percent (100%) of the work specified in such contract(s) and acceptable to the City's Chief Financial Officer and in such form as approved by the City Attorney. The

Payment Bond shall name the City as the Obligee, shall meet the other requirements of the Agreement, and shall remain in full force and effect until: (i) all Tenant Improvements are completely and fully paid for, (ii) certificates of occupancy have been issued for the Premises, (iii) final lien waivers have been obtained from all contractors and subcontractors; (iv) the City has approved the final construction of the Tenant Improvements; and (v) the applicable limitations period under Georgia law for the commencement of a suit against the Payment Bond has lapsed.

2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance of its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.
3. The surety company issuing the bonds must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.
5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia, upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.
6. For additional information regarding Payment and Performance Bonds, please see **Exhibit D-1** attached hereto and incorporated herein by this reference.