



## CITY OF ATLANTA

Kasim Reed  
Mayor

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

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,  
CIPC, CISCC, CIGPM  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

September 17, 2015

Dear Potential Proponents:

**Re: FC-8420, Design-Build MLK, Jr. Recreational and Aquatic Facility**

Attached is one (1) copy of **Addendum Number 1**, which is hereby made a part of the above-referenced project.

For additional information, please contact Ms. Jill Watkins, Contracting Officer, at (404) 865-8703 or by email at [jewatkins@atlantaga.gov](mailto:jewatkins@atlantaga.gov).

Sincerely,

Adam L. Smith

ALS/jew



## **ADDENDUM NO. 1**

This Addendum No. 1 forms a part of the Request for Proposals and modifies the original solicitation package as noted below and is issued to incorporate the following:

1. **Revision:** Part 5, Standard Form of Agreement, Article 5, Contract Time; Replace Paragraph 5.5 in its entirety as follows:

Design-Builder understands that if Final Completion is not achieved within Thirty (30) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within (30) days of Substantial Completion, Design-Builder shall pay to Owner Five Hundred Dollars (\$500.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

2. **Revision:** Part 2, Contents of Proposals/Required Submittals, Section 3.2.7.1, Office of Contract Compliance Programs; Modify Section No. "3.2.7.1" to read Section No. "3.2.8".
3. **Revision:** Part 2, Contents of Proposals/Required Submittals, Section 3.2.7.2, Financial Capacity; Modify Section No. "3.2.7.2" to read Section No. "3.2.9".
4. **Revision:** Part 1, Information and Instructions to Proponent, Paragraph 33, Conflict of Interest; Replace Paragraph 33 in its entirety with the following:

The Design-Builder, or any individual joint venture partner of a joint venture constituting the makeup of the Design-Builder, or any sub-contractor under this Agreement, shall not be permitted to participate in or provide services or work, as a proponent, bidder, joint venture partner, contractor or subcontractor, consultant or sub-consultant, **for any project or Task Order under another Agreement for which Services or Work are/will be performed under this Agreement**, which shall be considered a conflict of interest for purposes of this Agreement. However, in the event that the Design-Builder or a joint venture partner or sub-contractor under this Agreement is providing Services or work as a contractor/subcontractor, consultant/sub-consultant, Service Provider, or joint venture partner under another contact with the City and a dispute, claim or conflict of interest arises between the City and such Service Provider, contractor/subcontractor, Consultant/sub-Consultant or Joint Venture Partner under this Agreement or another contract, the City may in its sole determination and at its sole discretion, suspend all existing work under this Agreement and/or not issue any further work to the Consultant/sub-Consultant under this

Agreement unless and until such dispute, claim, or conflict of interest is resolved to the City's satisfaction. In the event the City takes such action, Consultant/sub-Consultant shall not be entitled to any extended overhead, administrative costs, or increased or extended payments resulting from such action, provided that Consultant/Sub-Consultant may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of any suspension of work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law. Additionally, the following shall apply:

- The Design-Builder, or any individual joint venture partner of a joint venture constituting the makeup of the Design-Builder under this Agreement, shall not be permitted to participate in or provide services, as a proponent, bidder, joint venture partner, contractor/sub-contractor, or consultant/sub-consultant, for any Task Orders involving
    - Services for the City for or related to this Project, under FC-7383 Architectural, Design and Engineering Services, Contracts A, B, C, D, E, and F; and/or
    - Services for the City in any capacity, under any agreement for Program Management Team services for the City of Atlanta Infrastructure Bond Program, which is anticipated to be awarded during the term of this Project.
5. The City of Atlanta, by and through the Department of Parks and Recreation, issued a "Call for Submissions" for the Martin Luther King, Jr. Recreational & Aquatic Facility, dated December 22, 2014, which called for submissions of conceptual designs as part of a design contest. This design contest and the submissions received as part of the request for submissions have no bearing or effect, either favorable or unfavorable, on the intent and purposes of this RFP. For proponents' information only, the Call for Submissions and the responses submitted in response to the Call for Submissions are attached as indicated below; provided, however, neither the Call for Submissions nor the responses submitted are included in the Project Criteria for this Project.
- a. **Attachment No. 1** CALL FOR SUBMISSIONS, December 22, 2014;
  - b. **Attachment No. 2** CALL FOR SUBMISSIONS – Response (KAI PerkinsWill);
  - c. **Attachment No. 3** CALL FOR SUBMISSIONS – Response (McAfee<sup>3</sup>); and
  - d. **Attachment No. 4** CALL FOR SUBMISSIONS – Response (Hillsman).
6. Response to Questions (September 17, 2015): **Attachment No. 5**

**FC-8420, Design-Build MLK, Jr.  
Recreational and Aquatic Facility  
Addendum No. 1  
September 17, 2015  
Page 4**

All questions and inquiries concerning this project should be directed in writing to Jill Watkins, Contracting Officer, Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303 or questions may be e-mailed to [jewatkins@atlantaga.gov](mailto:jewatkins@atlantaga.gov) or by e-fax to (404) 739-4683.

The last day for questions was Tuesday, September 8, 2015 at 5:00 P.M. EDT.

**The Proposal due date has NOT been modified and Proposals are due on Wednesday, September 30, 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\*\***



**Acknowledgment of Addendum No. 1**

Proponents must sign below and return this form with 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. 1 for **FC-8420, Design-Build MLK, Jr. Recreational and Aquatic Facility** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Company Name of Proponent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT 1**  
**CALL TO SUBMISSION**



**CALL FOR SUBMISSIONS**

**FOR  
MARTIN LUTHER KING, JR.  
RECREATIONAL & AQUATIC FACILITY**

**December 22, 2014**

**Department of Parks & Recreation  
Office of Park Design  
233 Peachtree Street NE  
Harris Towers Suite 1600  
Atlanta, GA 30303-1501**

1. **This Conceptual Design Competition is being conducted to assist the Department of Parks & Recreation (DPR) in developing a premier, iconic facility that incorporates the latest innovative and interactive features of recreational and leisure-based aquatic environments. Based on the criteria listed below, submit no less than one (1) Exterior Perspective Rendering to be used as a Conceptual Design Tool by the City of Atlanta DPR:**
  - A. Incorporate the latest thinking in the field surrounding Recreational and Aquatics Programming, but at a minimum, the conceptual design to include the following:
    1. Recreational Swimming Pool with Shower Area to accommodate lap swim, family fun zone, therapeutic swim and adult/youth 'learn to swim' area
    2. Full Court Gymnasium, Large Cardio/Fitness Center, 20+ Computer Lab & Dance Room
    3. Locker Room and Changing Areas
    4. Entrance Lobby, Office Space, Large Multi-purpose Room, Storage Rooms, MEP and appropriate Support Spaces
    5. Comfort, Health and Safety Considerations, including Indoor Air Quality, Humidity & Condensation Control and Energy Consumption
    6. Adhere to the most current thinking with respect to Sustainable Design Principles
  - B. DPR has determined this Facility will be a non-competitive, fully recreational center. No competitive swim meets or basketball games will be conducted at this Facility. Therefore, no multi-level bleachers or large spectator viewing areas are required.
  - C. Since a building site has not yet been determined, the proposed conceptual design should be multi-story and limited to 70,000 to 90,000 square feet in size located on a flat, rectangular 2 acre site.

## 2. **Deadline**

- A. If your firm is interested, entries must be received by January 23, 2015, at 2:00 pm. Electronic versions of the renderings must be submitted to Keith J. Hicks at [kjhicks@atlantaga.gov](mailto:kjhicks@atlantaga.gov). 404-546-6865.

### **3. Property Rights**

- A. The author retains the copyright on its project but the renderings from the winning firm become the property of the DPR. DPR shall not use the renderings for any other purpose other than the execution of the work for which this competition is organized. Rights concerning to exhibition, publication and broadcasting of the winner's work belong both to author and DPR.

### **4. Winner Selection and Prize**

- A. DPR and respective stakeholders will review all submitted conceptual designs. At the sole discretion of DPR and respective stakeholders, a winner will be selected based on the Conceptual Design Renderings. The selected winning firm will receive \$19,500.00 from the DPR and will be requested to negotiate fees for Programming and Conceptual Design Phase Services.

**End of Call for Submissions**

# **ATTACHMENT 2**

**KAI PERKINSWILL RENDERING**

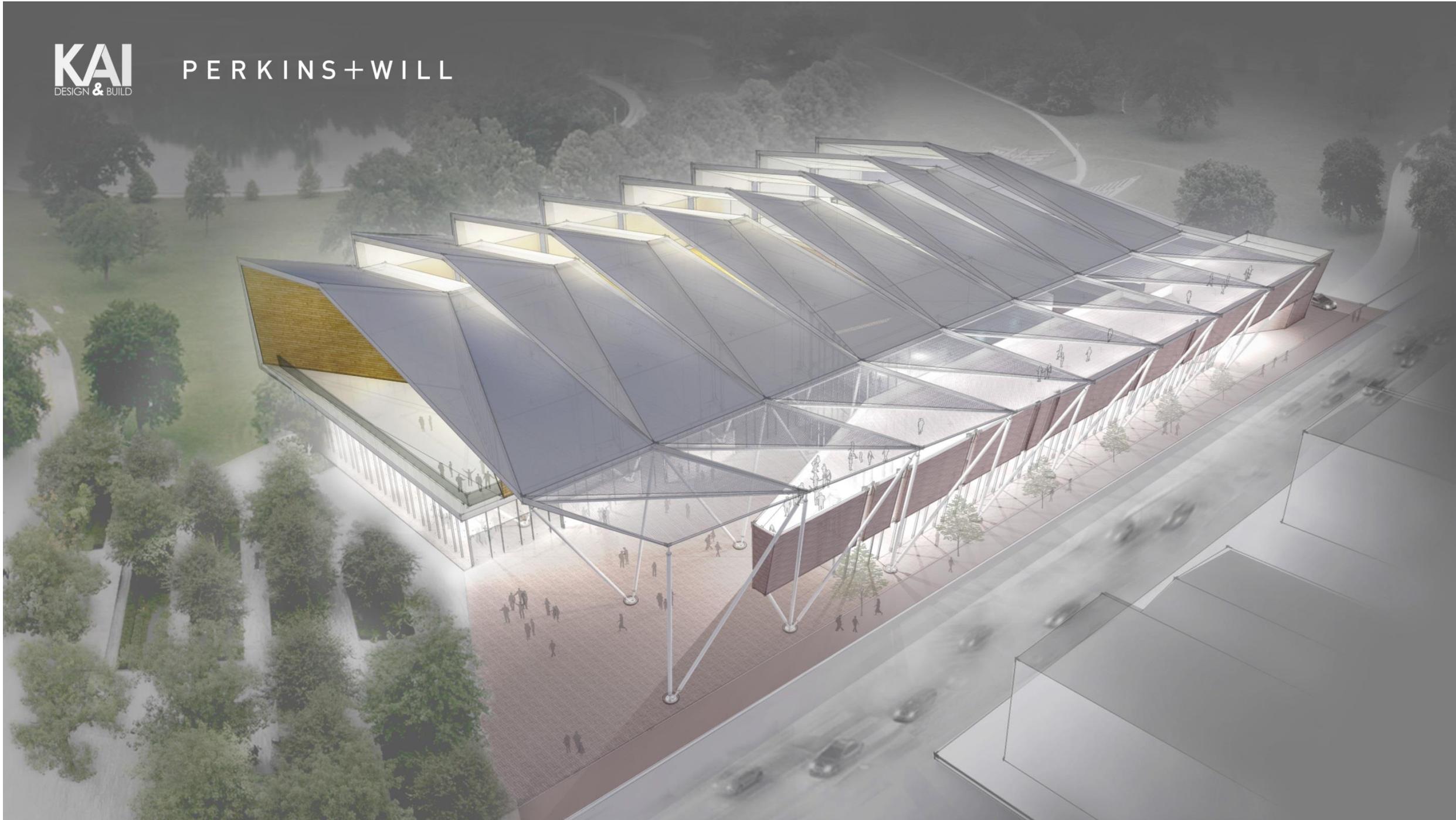
**KAI**  
DESIGN & BUILD

PERKINS+WILL



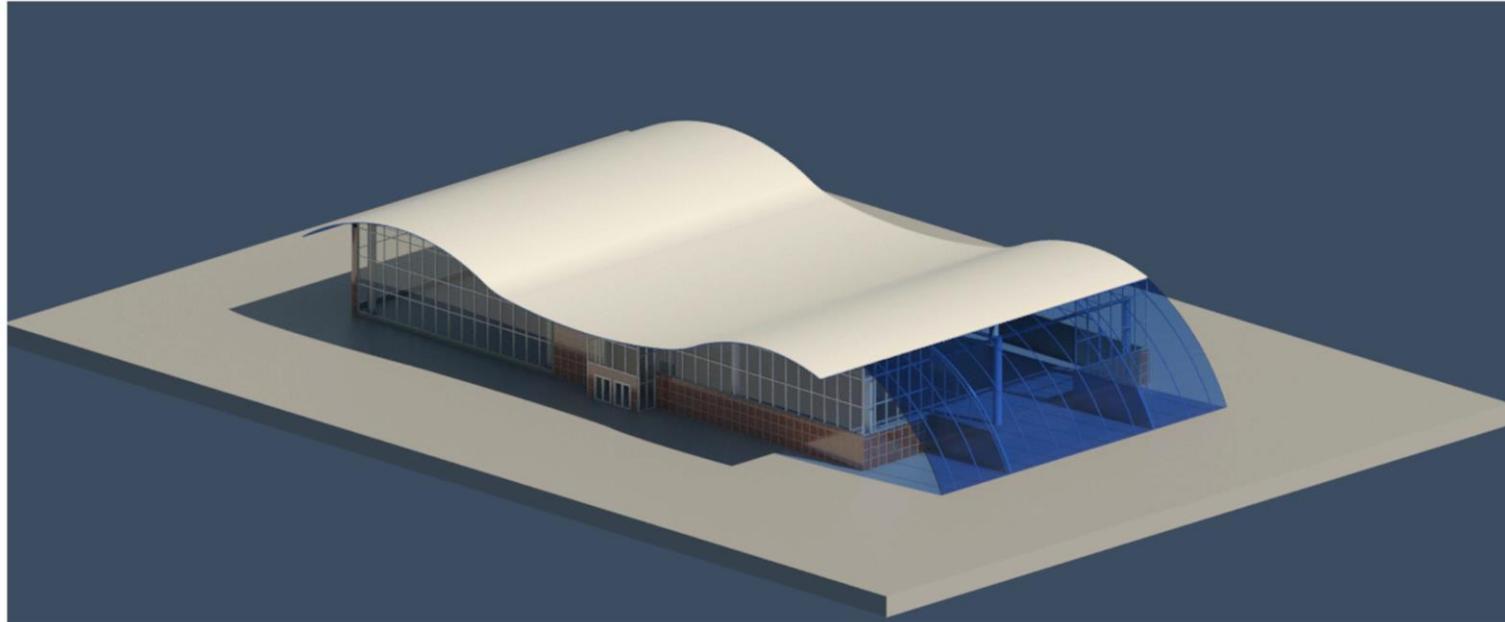
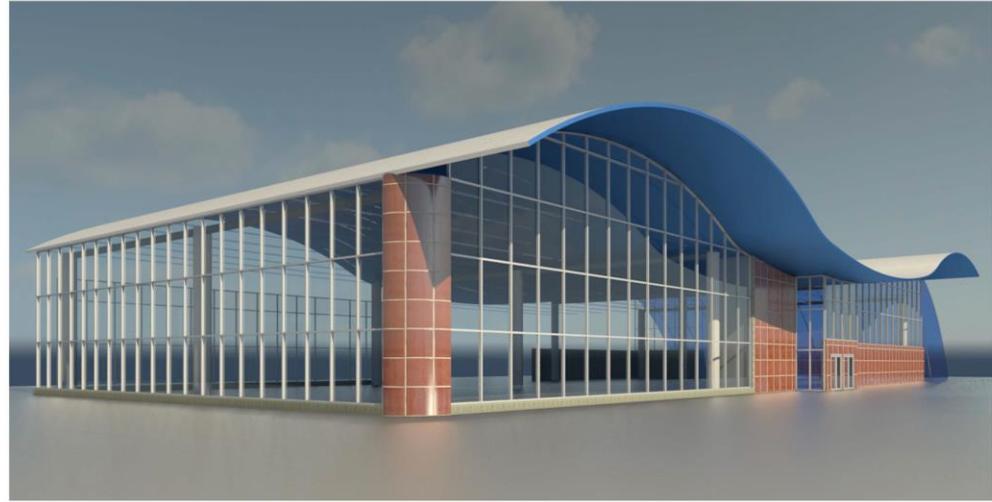
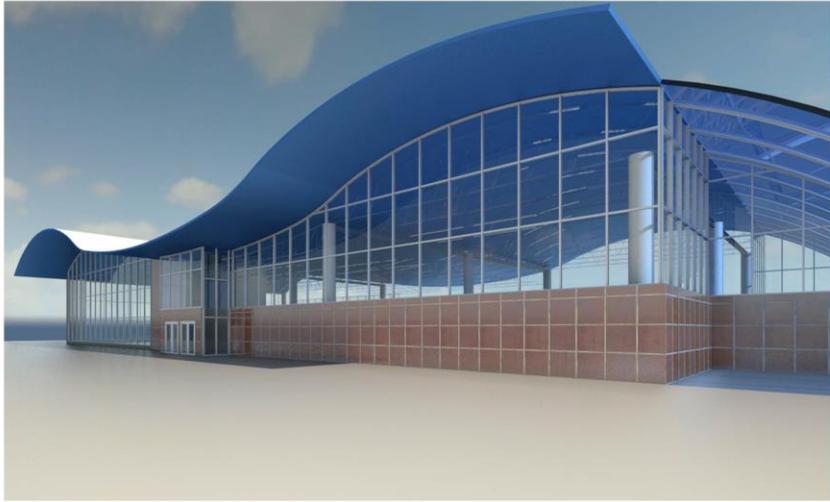
**KAI**  
DESIGN & BUILD

PERKINS+WILL



# **ATTACHMENT 3**

**MCAFEE<sup>3</sup>**



# **ATTACHMENT 4**

**HILLSMAN**



Hillsman

# MARTIN LUTHER KING, JR

Recreational & Aquatic Facility





Lyman  
Davidson  
Dooley, Inc.

Hillsman

MARTIN LUTHER KING, JR

Recreational & Aquatic Facility





# MARTIN LUTHER KING, JR

Recreational & Aquatic Facility



# MARTIN LUTHER KING, JR

Recreational & Aquatic Facility



Lyman  
Davidson  
Dooley, Inc.

Hillsman

MARTIN LUTHER KING, JR

Recreational & Aquatic Facility



**ATTACHMENT 5**  
**RESPONSE TO QUESTIONS**

## ATTACHMENT NO. 5

### FC-8420, Design-Build MLK, Jr. Recreational and Aquatic Facility

#### Response to Questions (25 Questions)

**1. Question**

I was reviewing the above referenced project earlier and wondered if perhaps the City would also be soliciting bids for an Owner's rep to oversee the construction. If so, when will you issue that bid?

**Answer**

The Department of Parks & Recreation (DPR) does not anticipate soliciting bids for an Owner's representative for this Project.

**2. Question**

Part 1, item 11 of the RFP requires the proponents to provide a proof of GA Utility Contractor's License, and prohibits the Design Build Contractors to use a GA Utility contractor's license held by a subcontractor. This is an unusual requirement for a project that is not considered mainly as a Utility Construction and it is a limiting factor for most General Contractors and Design Builders who are not also "Utility Contractors". Please confirm the necessity of this requirement as described in the RFP.

**Answer**

The City's contract is with the Prime and not with their subcontractor(s). Hence, for projects subject to Utility requirements, the City holds the Prime responsible and therefore requires the Prime, in this case, the Joint Venture, to possess a Georgia Utility Contractor's License.

**3. Question**

Part 1, page 10 of 10, paragraph 33 Conflict of Interest language begins by indicating that numerous firms have provided professional services to the Owner and may, therefore, be contractually prohibited from participation in specific work phases of this Project. The next paragraph indicates that any joint venture members for the three contracts you listed (FC-4906; FC-7383; FC-8115) are prohibited from participating on this project as a joint venture partner or sub-contractor. Is it the intent of the City to ensure that any firms who previously provided professional services specific to this project are prohibited from participating? Or is it the intent of the City to categorically prohibit any and all joint venture members of the noted contracts, regardless if those firms provided professional services specific to this project?

**Answer**

Yes, as to the first question. Please see revised conflict of interest language in Addendum No. 1, Item No. 4 for clarification.

**4. Question**

We are uncertain of how in-depth the Audio / Video scope is for this project. Do you know the scale of the AV scope?

**Answer**

See Part 5, Exhibit B-1, Design Criteria Section 3, Paragraph 3.2.32, Fixtures, Furniture & Equipment (FF&E) for Scope requirements.

**5. Question**

Can the adjacent City property be used for parking or drive way?

**Answer**

Yes, with prior approval of the City.

**6. Question**

The RFP requests us to identify our Geotechnical design engineer. The City has already provided us with a Geotechnical Report in the RFP. Are we to employ the services of a second geotechnical engineer as part of the proposal?

**Answer**

Yes, if necessary to complete the Work for the Project.

**7. Question**

Will the City of Atlanta local bidder preference be applied to the cost portion of the proposal?

**Answer**

No. Pursuant to the City of Atlanta's Procurement and Real Estate Code, Section 2-1188.1, local preference does not apply to competitive sealed proposals under Section 2-1189.

**8. Question**

Section 3.2.1.2 asks for a letter from Subconsultants / Subcontractors describing their services and participation in the proposal. Should this be provided for design subconsultants only at this time? Subcontractors may not be selected until the design is complete.

**Answer**

Section 3.2.1.2 applies to Proponent's subcontractors/subconsultants anticipated to meet the City's EBO goals. It is understood that all subcontractors may not be selected at the time that proposals are submitted for evaluation. However, the Proponent remains responsible for complying with all EBO goals through the life of the Project.

**9. Question**

Should EBO Form 3 be completed showing goals only by trade as described in the Pre Proposal meeting? Subcontractors may not be identified until the design is complete.

**Answer**

Proponents must list their certified M/FBE subcontractors on form EBO-3 in Appendix A of the solicitation document. This submittal **MUST** include the type of work to be performed by **ALL** subcontractors, as well as the dollar amount and percentage amount of work for each of them. Form 3 is required to be submitted with the Proposal.

**10. Question**

Please clarify Paragraph 5.5, Page 4, Article 5 (Contract Time) of the DB Agreement concerning Liquidated Damages and Final Completion.

**Answer**

See Addendum No. 1, Item No. 1.

**11. Question**

Per Contents of Proposals, paragraph 3.2.6.3, sketches may be submitted on folded 11 x 17 sheets. For clarity, may we submitted any other diagrams, charts, graphs, etc., on sheets other than 8½ x 11 sheets, but still folded to an 8½ x 11 size?

**Answer**

Yes, other diagrams, charts, etc., may be submitted and folded to 8½ x 11 size.

**12. Question**

Part 1, Paragraph 11, calls for a Georgia Utility Contractor's License. As a Design-Build prime contractor, we do not hold a utility contractor's license. This will be obtained once the design has progressed to the point where we can engage a utility subcontractor to meet this requirement. May we respond to this item as "To-Be-Decided"?

**Answer**

See Response to Question No. 2.

**13. Question**

Part 1, 14.4 Cost Proposal, requests that we submit the cost proposal in a separate, sealed envelope, but asks for 1 original and 7 copies. Do all 8 cost proposals go in one separate sealed envelope? Or should they each be in a separate sealed envelope? Please clarify.

**Answer**

The original Cost Proposal and all copies may all be submitted in one (1) sealed envelope.

**14. Question**

Part 2, paragraph, 3.2.1.2, requires that "each proponent ... provide a letter from each essential subcontractor/sub-consultant indicating that the firm concurs with the role and responsibility Proponent has described." Except for design firms (architects/engineers), it is advisable that we competitively engage subcontractors, post award, to meet this requirement once the design has progressed. May we respond to this item as "To-Be-Decided"?

**Answer**

No. See Response to Question Nos. 8 and 9 above.

**15. Question**

Part 2, paragraph 3.2.4.6 requires that "Proponent ... provide the names, relevant experience, and contract value of key subcontractors proposed. Key Subcontractor(s) shall have at least two (2) projects where similar work has been completed in the last ten

(10) years.” This being a design build delivery method, no trade subcontracts have been awarded yet. May we respond to this item as “To-Be-Decided”?

**Answer**

No. Part 2, Paragraph 3.2.4.6 remains unchanged. Key Sub-Contractors identified in the RFP should be included in the Proposals for evaluation.

**16. Question**

Part 2, paragraph 3.2.7, Sustainability Elements (Tab in Volume I), asks for our proposal for achieving LEED silver.” The paragraph then requests in the sub sections that “Office of Contract Compliance Programs: Proponent must present approach goals and/or methods to meet the applicable programs established by OCC” and “Financial Capability: Proponent shall be evaluated on the strength of their financial condition and ability to furnish bonds.” Are these requirements in error or are they linked to sustainability?

**Answer**

See Addendum No. 1, Item Nos. 2 and 3.

**17. Question**

RE: PART 4: Required Submittals, Statement of Proponent’s Qualifications, Item 5 states that “using the forms provided in this section, list previously completed or current projects which are similar in scope and complexity .... (Form is on page 5/17 in this section). Where do we include Design team experience? Do we just fill out the forms and then include the designed project sheets & resumes behind them? Or may we include this in a separate tab for forms, and include the designed project sheets & resumes and org chart in the “Overall experience / Qualifications / Performance on previous projects” tab?

**Answer**

Part 4, Required Submittals, Statement of Proponent’s Qualifications, page 6 of 17, provides a Key Personnel Experience Form, which allows Proponent to insert the Name and Title of the key personnel. Proponent is free to make as many copies of this form as necessary to meet the needs of their team. If additional space is necessary, pages may be attached to the respective form(s).

**18. Question**

RE: Part 4, Cost Proposal Form: To avoid duplication in our “Lump Sum Amount” please clarify what the \$2,625,000 Owner’s Allowance is to cover.

**Answer**

The Owner’s Allowance is a Contingency to provide for unforeseen project conditions and Changes, as defined in the Agreement.

**19. Question**

We assume that furniture, fixtures and equipment, along with the associated design and coordination, are not to be included with our scope of work.

**Answer**

Incorrect. See Design Criteria, Section 3, Paragraph 3.2.32 Fixtures, Furniture and Equipment (FF& E).

**20. Question**

Please confirm that we are to include Building Permit fees in our proposal costs.

**Answer**

See General Conditions Article 2, Paragraph 2.6.

**21. Question**

Please confirm if we are to include water tap and meter fees in our proposal costs.

**Answer**

See General Conditions Article 2, Paragraph 2.6.

**22. Question**

Please confirm if we are to include sewer tap fees in our proposal costs.

**Answer**

See General Conditions Article 2, Paragraph 2.6.

**23. Question**

Please clarify whether we are to include Builders Risk insurance in our proposal costs.

**Answer**

All cost contemplated with successfully performing the Work associated with this project should be reflected in your cost proposal.

**24. Question**

We assume that we are not to include fees for third party and material testing in our proposal costs. Please confirm.

**Answer**

See General Conditions Article 2, Paragraph 2.7.

**25. Question**

Part 5, General Conditions, Article 3, paragraph 3.6.1 makes reference to Owner's "separate" Project or Site contractors. To avoid any duplication in our costs, please advise on the function/duties of such contractors.

**Answer**

Owner does not have any separate contractors controlling the Project Site.