



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

November 12, 2015

Dear Potential Bidders:

**Re: FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks,
Curbs, Driveway Aprons & Associated Infrastructure**

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

Sincerely,

Adam L. Smith

ALS/lar

**FC-8250, Annual Contract for the Maintenance and
Repair of Sidewalks, Curbs, Driveway Aprons &
Associated Infrastructure
Addendum No. 1
November 12, 2015
Page 2**

ADDENDUM NO. 1

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

1. Questions and Answers

Total of eleven (11) questions attached hereto as Attachment No. 1.

2. Revision of Appendix B, Insurance and Bonding Requirements

Appendix B, Insurance and Bonding Requirements is hereby removed and replaced with a new Appendix B dated 11/12/15 attached hereto as Attachment No. 2.

3. Revision of Part 1, Section 2, Required Submittals, Form 6, Bidder Contact Directory

Form 6, Bidder Contact Directory is hereby removed and replaced with a new Form 6 dated 11/12/15 attached hereto as Attachment No. 3.

The Bid due date HAS NOT been modified and Bids are due on Friday, November 20, 2015 and should be time stamped in no later than 2:00 P.M. EST 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****

**FC-8250, Annual Contract for the Maintenance and
Repair of Sidewalks, Curbs, Driveway Aprons &
Associated Infrastructure
Addendum No. 1
November 12, 2015
Page 3**

Acknowledgment of Addendum No. 1

Bidders must sign below and return this form with Bid response to the Department of Procurement.

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

This is to acknowledge receipt of **FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure** on this the _____ day of _____, 20__.

Legal Company Name of Bidder

Signature of Authorized Representative

Printed Name

Title

Date

Attachment No. 1

Questions and Answers

Question 1: With this not being a Design-Build project, please advise why GCs would be required to procure and maintain Professional Liability Insurance, and Errors and Omissions Insurance as stated in Appendix B.

Answer: Please see item no. 2 of this addendum.

Question 2: Does this project require a mandatory joint venture? If so, what are the requirements of the joint venture?

Answer: Yes. Each Joint Venture team must consist of at least one certified minority or female business enterprise (M/FBE). M/FBE firms must be certified with the City of Atlanta's Office of Contract Compliance. More details regarding the JV requirements can be found on page six (6) of Appendix A in the solicitation documents.

Question 3: Please advise where subcontractor/supplier COA Supplier ID Numbers required on Form EBO-2 may be obtained. This information is not provided on the COA MFBE registry and is impossible to obtain from solicited/contacted subcontractors who are unresponsive and/or uninterested in bidding the project. Thus, that section of Form EBO-2 would have to be left blank, resulting in submission of an incomplete form; which according to the Equal Business Opportunity Program Bid/RFP Submittals section of Appendix A, "...will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration." Please advise.

Answer: Currently, the Office of Contract Compliance registry of certified minority and female business enterprises does not list the Supplier ID numbers. Therefore, we will allow each JV team to omit the category labeled City of Atlanta Supplier ID without penalty.

Question 4: What percentage of the contract amount will the payment and performance bond be?

Answer: Please see Item F of Appendix B dated 11/12/15.

Question 5: If Offeror does not have any information it wishes redacted from Bid, is "CD Two (2)...a redacted version of your hard copy Bid." still necessary?

Answer: No, if bidder does not have any information that it chooses to redact then disk two (2) does not have to be provided. However, the bidder must provide a statement indication that their bid contains no proprietary information.

Question 6: Please provide the federal wage rates referenced in Item 23 of the Instruction to Bidders.

Answer: Federal wage rates are established by the U.S. Department of Labor. Please access their website to for current Federal wage rates.

Question 7: Is the subcontractor Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3) required to be submitted with contractor's bid?

Answer: No.

Question 8: Please advise where Form F referenced in the footnote on Required Submittal (Form 6) Bidder Contact Directory may be located.

Answer: See item no. 3 of this addendum.

Question 9: Payment and Performance Bonding Needed?

Answer: Yes.

Question 10: Due to the fact this will be a Multi-Vendor Award--Who determines the Annual Value of the Total Contract Value for bonding purposes?

Answer: This is not a Multi Award solicitation. Regarding the value of bonds, per City Code Section 2-1270, Performance and Payment Bonds must be in an amount equal to 100 percent of the price specified in the contract.

Question 11: Is it possible to have a set Payment and Performance Bond at \$100,000-\$250,000 and then get additional bonding as needed on projects that exceed the \$250,000 on a project by project basis?

Answer: Per City Code Section 2-1270, Performance and Payment Bonds must be in an amount equal to 100 percent of the price specified in the contract.

Attachment No. 2

Revised Appendix B, Insurance and Requirements

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs,
Driveway Aprons & Associated Infrastructure

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **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 Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, 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. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant 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 bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B 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. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds 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, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds 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 Contractor/Consultant in writing. Contractor/Consultant 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.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B 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.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

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.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract 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. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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.

6. 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**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

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

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

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

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant 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

Contractor/Consultant 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
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- 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

Contractor/Consultant 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 Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

F. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100% annual value of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall 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 by an official of said surety.

Attachment No. 3

Revised Form 6, Bidder's Contact Directory

Required Submittal (FORM 6)

Bidder Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

¹ The purpose of the Bidder Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Bidder. This Bidder Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Bidder's team:

1. At least two (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this ITB; and
2. Bidder's Key Personnel as listed in Bidder's Qualifications, Key Personnel.