



## CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
CPIC, CISCC, CIGPM  
Chief Procurement Officer  
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Kasim Reed  
Mayor

January 15, 2016

### INTERESTED PROPONENT:

**Re: FC-8640, Construction Management Support Services at  
Hartsfield-Jackson Atlanta International Airport**

Attached is one (1) copy of **Addendum No. 3**, which is hereby made a part of the above-referenced project.

For additional information, please contact the following personnel for the respective solicitation: for FC-8484, Mr. Leslie Page, Contracting Officer via email at [lp@atlantaga.gov](mailto:lp@atlantaga.gov).

Sincerely,

A handwritten signature in cursive script that reads "Adam L. Smith".

Adam L. Smith

ALS:lhq

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**Addendum No. 3**

**Re: FC-8640, Construction Management Support Services at  
Hartsfield-Jackson Atlanta International Airport**

January 15, 2016

Page 2

This Addendum forms a part of the Request for Proposals and modifies the original solicitation package as noted below:

- Questions and answers
- Revision to tech specifications

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Proposals are due **Wednesday, February 03, 2016**, and should be time stamped no later than 2:00 p.m. EST on this day, 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.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

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

**Addendum No.3**

**Re: FC-8640, Construction Management Support Services  
Midpoint at Hartsfield- Jackson Atlanta International Airport**

January 15, 2016

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**Acknowledgement of Addendum No. 3**

Proponents must sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgement of receipt of this addendum on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Legal Company Name of Respondent

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Signature of Authorized Representative

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Title

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Date

**MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE**

**PROJECT NUMBER FC-8460– CONSTRUCTION MANAGEMENT SUPPORT SERVICES (CMSS)**

**ADDENDUM #3**

The following questions and/or clarifications were requested by various Contractors:

1.	Question:	I wanted to inquire regarding the open bid FC 8640. Once this bid is awarded in 2016, will the joint venture be responsible for managing airport expansion to include new passenger boarding bridges or refurbishing of the same.
	<b>Answer:</b>	<b><i>The contractor awarded an agreement pursuant to this Request for Proposals will provide professional construction management support services, on an as needed basis. Such services may include professional construction management support services regarding refurbishing new passenger boarding bridges.</i></b>
2.	Question:	Can a company be a sub-consultant, not a joint venture member, of the prime consultant for FC-8460, if they are a successful JV member of the prime consultant for FC-8195, FC-8234, FC-8468 or FC-8469 with the understanding that as a sub-consultant on FC-8460 they would “not perform services approving, constructing and/or overseeing their own design prepared pursuant to an agreement with the City,” specific to anyone of the 4 contracts listed in Addendum No. 1?  May I request that the response to this question be expedited as it will impact a number of companies interested in pursuing work on FC-8460 that have already committed to efforts on one of the other 4 City contracts.
	<b>Answer:</b>	<b><i>Addendum No. 1 does not address the question above. Assuming that the author meant to refer instead to Section 4.6 of Part 1 of the RFP, yes, a JV member for Contract Numbers FC FC-8195, FC-8234, FC-8468 or FC-8469 may be a sub-consultant for a JV team submitting for FC-8460 pursuant to City Code, Part 1 of the RFP and the City’s Service Agreement with the Consultant.</i></b>  <b><i>If successful, the sub-consultant will be evaluated on a case-by-case basis for a conflict of interest as indicated in the RFP. A determination will be made as stated per the Services Agreement Section 6, including Section 6.7, Conflict of Interest and the RFP’s Part 1, Information and Instruction to Proponents Clause 18, Prohibition on Future Contracts.</i></b>

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**PROJECT NUMBER FC-8460– CONSTRUCTION MANAGEMENT SUPPORT SERVICES (CMSS)**

**ADDENDUM #3**

3.	Question:	I wanted to inquire regarding the open bid FC 8640. Once this bid is awarded in 2016, will the joint venture Atlanta Aviation Associates, be responsible for managing airport expansion to include new passenger boarding bridges or refurbishing of the same.
	<b>Answer:</b>	<b><i>The City’s contractor pursuant to its Program Management Support Services contract, Atlanta Aviation Associates, will most likely perform professional program/project management support services, on an as needed basis, associated with refurbishing new passenger boarding bridges.</i></b>
4.	Question:	RFI: Paras. 4.5 and 4.6 of the above subject solicitation make multiple references to “joint venture members of the prime consultant(s)”. There are no references to “sub consultants”. Therefore,  QUESTION: Can a sub consultant ‘who may be a member of the any of the contracts listed in Paras. 4.5 and 4.6 of the Base solicitation and Subsequent published Addenda’ also submit as a sub consultant and perform services as a sub consultant concurrently on the Construction Management team, assuming the subject sub consultant is a member of a CM team awarded a contract in response to the subject Solicitation FC-8640?
	<b>Answer:</b>	<b><i>See answer to Question #2.</i></b>
5.	Question:	Please define “special inspection services” as written in section 2.4.1.2. of the RFP on page 12. Also, is the proponent expected to provide these services through our own in-house staff or is it okay for our team to rely upon specialty subconsultant firms?
	<b>Answer:</b>	<b><i>Special inspection services shall be performed in a professional manner in accordance with applicable law, including but not limited to ACEC/SEAOG SI GL01-12 Georgia Special Inspection Guidelines. Services may be provided by in-house staff and/or specialty sub-consultant depending on expertise/credentials required.</i></b>

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**ADDENDUM #3**

6.	Question:	Section 3.7 on page 17 of the RFP requests four (4) references from each proponent. However, the instructions on Form 9 state that “each proponent must provide a list of at least three (3) references.” Please clarify how many references you would like from each proponent.
	<b>Answer:</b>	<b><i>Three (3) references are required for the JV team.</i></b>
7.	Question:	Under item 6.2. on page 18 of the RFP, please clarify the requirement regarding the inclusion of an “Employee Identification Number (EIN)” on our package. As a JV proponent, we do not have an EIN.
	<b>Answer:</b>	<b><i>Proponent shall list the EIN for each JV partner firm, unless the Joint Venture has an EIN in the name of the JV.</i></b>
8.	Question:	In reference to “Exhibit A.1.: Compensation, item number 1.2.1.” on page 86 of the RFP, would the City of Atlanta allow the use of a field overhead rate compiled in compliance with the Federal Acquisition Regulations, which is certified by company management and submitted to the Defense Contract Management Agency and subject to audit by the Defense Contract Audit Agency system in lieu of a “Federal Audited” field overhead rate?
	<b>Answer:</b>	<b><i>No, submit as stated.</i></b>
9.	Question:	Will a prior-year, third-party CPA confirmed audit of M/FBE/SBE team members be acceptable in compliance with “Exhibit A.1.: Compensation, item number 1.2.1.”
	<b>Answer:</b>	<b><i>No, submit as stated.</i></b>
10.	Question:	Per item “6.4.” on page 19 of the RFP, the minimum font size for the proposal is 12-point. Please confirm that it is okay for us to use 10-point minimum text in our graphics and/or tables.
	<b>Answer:</b>	<b><i>Proponents may use 11-point font on graphics, charts and tables.</i></b>
11.	Question:	Please verify there is no performance guarantee or performance bond requirement for this solicitation for professional services (as referenced under item 12 on page 4 of the RFP, and again under item 3.3. on page 16

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		of the RFP).
	<b>Answer:</b>	<b><i>No performance guarantee or performance bond is required.</i></b>
12.	Question:	On page 78 of the RFP, please clarify if items 5.3.1.4 and 5.3.1.5 should be merged together, or if language is missing from these items.
	<b>Answer:</b>	<b><i>Paragraph to remain as stated.</i></b>
13.	Question:	Please clarify which factors are evaluated by the City during review of the JV agreement.
	<b>Answer:</b>	<b><i>The Joint Venture agreement components are specified on page 6 of Appendix A. Proponents should follow the instructions for a successful Joint Venture agreement.</i></b>
14.	Question:	Section 3.7 on page 17 of the RFP requests four (4) references from each proponent. However, the instructions on Form 9 state that “each proponent must provide a list of at least three (3) references.” Please clarify how many references you would like from each proponent. Also, would you like three or four references total, or three or four references from each of our JV team member firms?
	<b>Answer:</b>	<b><i>See answer to Question #6.</i></b>
15.	Question:	The indemnification provision set forth in Article 14 (Indemnification by Consultant) of the sample Master Professional Services Agreement (“Agreement”) on page 61 of the RFP is extremely broad, and could be interpreted as subjecting the Consultant to liability for events that are potentially unrelated to the Consultant’s performance of its services. This provision may be construed as setting forth obligations that are inconsistent with the coverage provided under the Consultant’s insurance, and as placing additional uninsurable risk on the Consultant for items/events which may not be within the control of the Consultant. Will the City agree to modify the indemnification provision such that: (i) it is based on loss, liability, cost or expense (including reasonable attorney’s fees) claimed by third parties for any injury to persons or property (other than the Project itself); and (ii) only requires the Consultant to indemnify the City to the proportionate extent such loss, liability, cost or expense arises from the negligence of the Consultant in connection with the Services?

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	<b>Answer:</b>	<b>No.</b>
16.	Question:	By way of example, Section 5.3.1 (Construction Management) of Exhibit A (General Scope of Services) to the sample Agreement on page 78 of the RFP states, in relevant part, “CMSS team will assist the coordination of activities to insure the goals and objectives are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering scope as outlined by the Program . . .” Use of the term “insure” and “ensuring” may be construed to mean that the Consultant is responsible for guaranteeing such goals and objectives are accomplished, which may create an uninsurable risk and may be outside of the control of the Consultant. Please confirm that use of these terms do not require the Consultant to guarantee such services, but requires the Consultant to perform the services set forth under the RFP and the Agreement in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of the Consultant’s profession practicing in the same field at the same time or similar locality (the “Standard of Care”). Additionally, to the extent that the terms “ensure”, “assure”, “insure”, “guarantee”, “covenant”, “certify”, “warrant” and the like appear in the RFP and Agreement, please confirm these terms shall mean providing such services in compliance with the Standard of Care, and that nothing in this RFP or the Agreement will require a level of performance higher than the Standard of Care.
	<b>Answer:</b>	<b><i>Consultant must provide services conforming to the professional standards of care and practices customarily expected of professional construction management firms engaged in performing comparable work, as indicated further within the Services Agreement.</i></b>
17.	Question:	Exhibit A (General Scope of Services) to the sample Agreement of the RFP uses the term “inspection” in several parts. The term “inspection” is undefined and may be interpreted as requiring a greater responsibility on the part of the Consultant than what is usually intended or can reasonably be provided for ordinary fees. Please confirm that the use of the term “inspection” means the visual, non-intrusive observation of the Contractor’s work, equipment and materials used, performed for the purpose of enabling the Consultant to give a professional opinion as to the general conformance of the Contractor’s work, equipment and materials

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		with the contract documents. Additionally, please confirm that such “inspections” shall not be relied upon by any party (including persons not a party to the Contract that is ultimately awarded) as constituting an approval and acceptance by the Consultant and shall not be deemed a release of any party from fulfilling the terms and conditions of their contract with APS.
	<b>Answer:</b>	<b><i>See refer to answers to Questions 5 and 16.</i></b>
18.	Question:	Will the City be amenable to making minor modifications to the insurance requirements currently set forth in Exhibit D (Insurance & Bonding Requirements) of the RPF with the successful Consultant? By way of example, and per U.S. insurer standards, the vast majority of all professional liability policies are written on a claims-made basis.
	<b>Answer:</b>	<b><i>No.</i></b>
19.	Question:	Please clarify which individual forms are required to be submitted for the collective “Proponent/JV” in addition to the forms being submitted from each firm making up the Proponent/JV.
	<b>Answer:</b>	<b><i>Please see instructions to each form, applicable instructions in the RFP and follow accordingly.</i></b>
20.	Question:	<p>In summary of the Volume II requirements, it is our understanding that the following forms must be completed by the specified team entities; could you please confirm and/or provide correct guidance?</p> <ul style="list-style-type: none"> <li>• Form 1 Contractor Affidavit – All JV partners.</li> <li>• Form 1 Subcontractor Affidavit – All subconsultants.</li> <li>• Form 2 Contractor Disclosure Form – The JV, and all 4 JV partners need to complete this form.</li> <li>• Form 4 – The JV, and all 4 JV partners need to complete this form.</li> <li>• Form 4 – All 4 JV partners need to submit the following three items:             <ol style="list-style-type: none"> <li>1. Notarized letter(s) from Proponent’s proposed insurer(s)</li> <li>2. Notarized letter(s) from Proponent’s proposed and surety(ies)</li> <li>3. Notarized letter from an appropriate financial institution</li> </ol> </li> <li>• Form 5 Acknowledgement of insurance and Bonding Requirements – The JV, and all 4 JV partners need to complete this form.</li> <li>• Form 7 Acknowledgement of Addenda – The JV must sign.</li> </ul>

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		<ul style="list-style-type: none"><li>• Form 8 Respondent Contact Directory – The JV must sign.</li><li>• Form 9 – A minimum of 4 references for each of the JV partners.</li><li>• Appendix A EBO 1 – All 4 JV partners need to complete this form.</li><li>• Appendix A EBO 2 – The JV must sign.</li><li>• Appendix A EBO 3 – The JV must sign.</li><li>• First Source Job Information – The JV must sign.</li><li>• First Source Jobs Agreement - The JV must sign.</li></ul>
	<b>Answer:</b>	<b><i>Please see instructions to each form, applicable instructions in the RFP and follow accordingly.</i></b>
21.	Question:	Exhibit A.1, Paragraph 3.4, states items that are non-reimbursable expenses per the Service Agreement include computers, tablets, software licenses, and vehicles. Is it correct that the cost to procure these items, as well as personnel relocations and temporary duty (TDY) assignments, should be included in the submitted multiplier?
	<b>Answer:</b>	<b><i>Exhibit A.1, Subsection 3.4 is deleted from non-reimbursable expenses.</i></b> <b><i>Personnel relocations and temporary duty assignments (TDY) will be evaluation on a case by case basis. Do not include in multiplier.</i></b>
22.	Question:	Part 2: Contents of Proposals / Required Submittals, paragraph 5 requires respondents to submit “...a JV blended field audited multiplier...” At what interval (annual, contract renewal, etc.), is it subject to renegotiation based on changed field audited overhead rates, which are components of the JV blended multiplier?
23.	<b>Answer:</b>	<b><i>The established blended multiplier will be in effect through the duration of the contract.</i></b>

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**THE FOLLOWING ARE CHANGES AND/OR MODIFICATIONS TO THE RFP DOCUMENTS**

**1. REVISION TO PART 2; CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS**

Delete: Section 3.7, List of Clients. Each Proponent must complete and submit at least four (4) references that are able to attest to the Proponent's performance, ability and credibility. A separate Form 9 is required for each reference, in its entirety.

***Replace it with: Section 3.7, List of Clients. Each Proponent must complete and submit at least three (3) references that are able to attest to the Proponent's performance, ability and credibility. A separate Form 9 is required for each reference.***

**2. REVISION TO PART 5; FORM OF SERVICES AGREEMENT – EXHIBIT A.1, COMPENSATION, SECTION 3, NON-REIMBURSABLE EXPENSES**

Delete: ***Sub-section 3.4, in its entirety.***

**3. REVISION TO APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**

Delete: Page 7, Equal Business Opportunity M/FBE Goals for this Project, in its entirety.

***Replace it with: Page 7, Equal Business Opportunity M/FBE Goals for this Project, attached to this Addendum.***

## **Equal Business Opportunity M/FBE Goals for this Project**

**Project No.: FC-8640, Construction Management Support Services at H-JAIA**

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement with a certified AABE or FBE in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **FC-8640, Construction Management Support Services at H-JAIA** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

**18.1% AABE,HABE, APABE & 8.3% FBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.