



## 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](http://www.atlantaga.gov)

Kasim Reed  
Mayor

DEPARTMENT OF PROCUREMENT

Adam L. Smith, Esq., CPPO, CPPB

Chief Procurement Officer

[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

November 15, 2012

**Re: FC-6260, Peachtree Creek South Fork Relief Storage and Pumping  
Stations**

Dear Potential Bidders:

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

For additional information, please contact Mr. Anthony Stanley, Contracting Officer, at (404) 330-6384, or by email at [adstanley@atlantaga.gov](mailto:adstanley@atlantaga.gov).

Sincerely,

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

Adam L. Smith

ALS/ADS/pw

cc: Ms. Jo Ann Macrina  
Ms. Cynthia Lunn

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**ADDENDUM NO. 1**

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

**Please note the following provision to be included in all future agreements between the City and Client(s):**

*Ethics in Contracts:*

*Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.*

*Fraud and misrepresentation. Any written or oral information provided by [insert as appropriate "Contractor" or Service Provider], directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. [Contractor] agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. [Contractor] further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. [Contractor] agrees to place signage provided by the City regarding the Integrity Line at the location to which [Contractor's] employees report to perform the services required by this Agreement. [Contractor] acknowledges and agrees that a finding of fraud or other impropriety on the part of the [Contractor] or any of its [subcontractors] may result in suspension or debarment of the [Contractor]; and the City may pursue any other actions or remedies that the City may deem appropriate. [Contractor] agrees to include this clause in its [subcontracts] and take appropriate measures to ensure compliance with this provision.*

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**Bids are due on Monday, December 3, 2012 and should be time stamped in  
no later than 1:59 p.m. and delivered to the address listed below:**

Adam L. Smith, Esq., CPPO, CPPB  
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. 1**

Bidders must sign below and return this form with your bid 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, FC-6260, Peachtree Creek South Fork Relief Storage and Pumping Stations** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Legal Company Name of Bidder

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date