



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

Kasim Reed
Mayor

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

April 2, 2015

Dear Proponents:

Re: FC-7828, Red Light Running Photo Enforcement System Studies

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. Leslie H. Page, Contracting Officer, at (404) 330-6107, or via e-mail at lp@atlantaga.gov.

Sincerely,

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

Adam L. Smith

ALS:LHP/jab

Addendum No. 1

Re: FC-7828, Red Light Running Photo Enforcement System Studies

April 2, 2015

Page 2

This Addendum No. 1 modifies and forms a part of the Request for Proposals for Project Number FC-7828 ("RFP").

Delete page 4, Part 2; Contents of Proposals/Required Submittals, and replace with attached page 4, Part 2; Contents of Proposals/Required Submittals

Delete Appendix B, Insurance Requirements, and replace with attached Appendix B, Insurance Requirements

Proposals are due **Thursday, April 15, 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
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
Suite 1900
Atlanta, Georgia 30303

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

Addendum No. 1

Re: FC-7828, Red Light Running Photo Enforcement System Studies

April 2, 2015

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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-7828, Red Light Running Photo Enforcement System Studies** on this the _____ day of _____, 2015.

Legal Company Name of Proponent

Signature of Authorized Representative

Printed Name

Title

Date

**Replacement for:
Page 4, Part 2; Contents of
Proposals/Required Submittals**

Class Area	Description
1.10	Traffic Analysis
3.06	Traffic Operations Studies
3.07	Traffic Operations Design

- 3.3.1 Describe Proponent's experience in working with public organizations (e.g., City of Atlanta, Counties, States, etc.). Please include any experience Proponent has performing small, medium and large sized traffic engineering studies.
- 3.3.2 Describe Proponent's experience and industry leadership initiatives conducting traffic engineering studies and crash analyses.
- 3.3.3 The Proponent must provide at least five (5) examples of red light running camera projects including design that Proponent has completed.

3.1 Approach.

- 3.1.1 Describe Proponents methodology as it pertains to red light camera technology used for traffic enforcement, reduction of certain types of crashes, and counter measures to prevent crashes without the use of cameras.
- 3.1.2 Describe the Proponents intended delivery method for each part of the Proponent's reporting process including, but not limited to, both a narrative describing what activity takes place and a flow chart graphically depicting the Proponents reporting process.
- 3.1.3 Describe how the Proponent will communicate the results of the review on an ongoing basis during the field work.

3.2 Key Personnel/Resumes.

3.2.1 Three (3) Key Personnel/Resumes (Tab in Volume I):

- 3.2.1.1. Identify and provide resumes for the individuals that the Proponent will use as Key Personnel. Include resumes for the following positions:
 - 3.2.1.1.1. Principal;
 - 3.2.1.1.2. Project manager; and
 - 3.2.1.1.3. Traffic Engineer.
- 3.2.1.2. Resumes should be organized as follows:
 - 3.2.1.2.1. Name and Title;
 - 3.2.1.2.2. Professional Background;
 - 3.2.1.2.3. Current and Past Relevant Employment;

**Replacement for:
Appendix B
Insurance Requirements**

APPENDIX B
INSURANCE REQUIREMENTS
FC-7828 Red Light Running Photo System

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 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 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 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 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 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 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 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 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 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 **\$500,000 each accident**
Bodily Injury by Accident/Disease **\$500,000 each employee**
Bodily Injury by Accident/Disease **\$500,000 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
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Explosion, Collapse and Underground (XCU) Liability
- 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. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of \$1,000,000 per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.