



## CITY OF ATLANTA

SUITE 1900

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ATLANTA, GA 30303

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Kasim Reed  
Mayor

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

October 28, 2015

### INTERESTED PROPONENT:

**Re: FC-8316, Flight Tracking System at Hartsfield-Jackson Atlanta International Airport**

Attached is one (1) copy of **Addendum No. 2**, 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-8316, Mr. Sherif Yassin, Contracting Officer, at (404) 330-6698, or via email at [syassin@atlantaga.gov](mailto:syassin@atlantaga.gov).

Sincerely,

Adam L. Smith

ALS: ssy

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**Addendum No. 2**

**Re: FC-8316, Flight Tracking System at Hartsfield-Jackson  
Atlanta international airport**

October 28, 2015

Page 2

This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as follows:

- **Responses to Questions;**
- **Modifications to Exhibit A: Scope of Services; and**
- **Modifications to Exhibit "D".**

.....

Proposals are due **Wednesday, November 18, 2015**, 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

.....

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



**Addendum No. 2**

**Re: FC-8316, Flight Tracking System at Hartsfield-Jackson  
Atlanta international airport**

October 28, 2015

Page 3

**Acknowledgement of Addendum No. 2**

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 \_\_\_\_\_, 2015.

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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-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

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

1.	Question:	<p>Exhibit D Insurance and Bonding Requirements:</p> <ul style="list-style-type: none"> <li>• Does a subcontractor need the same insurance levels and does the City require any documentation in that respect? page 91: G.</li> <li>• The text speaks of construction work, tenant improvements etc. with respect to the Payment Bond. The RFP is for software only (apart from removing the NMT's) and involves no construction. Why is a Payment Bond relevant for this project and can you consider to remove this requirement from the RFP?</li> </ul>
	<b>Response:</b>	<ul style="list-style-type: none"> <li>• <b><i>Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.</i></b></li> <li>• <b><i>Please see attached and updated Exhibit D with clarifying Payment and Performance Bond language.</i></b></li> </ul>
2.	Question:	<p>Exhibit A: Scope of services</p> <ul style="list-style-type: none"> <li>• 2.1.2 Use of the FAA radar data from the Atlanta Airport ASR-9 is required.</li> <li>• Can you confirm that the service provider must procure the data from Exelis, as this is the only commercially available data source for this specific type of data, and that service provider is expected to enter into a contract with Exelis of which the cost will be charged to the City?</li> <li>• What is the required range of the data in NM (nautical miles)? Is this the standard 30NM or do you need an extended range?</li> </ul>
	<b>Response:</b>	<ul style="list-style-type: none"> <li>• <b><i>2.1.2 – Yes</i></b></li> <li>• <b><i>The City confirms the need for FAA radar data. The City cannot confirm if Exelis is the only way to procure this data nor can the City confirm the cost would be charged to the City. These are business decisions for each Proponent to investigate and make.</i></b></li> <li>• <b><i>40 nautical miles and a 20,000 foot ceiling.</i></b></li> </ul>
3.	Question:	2.1.18 Remove existing NMT's: Can you give us more information:

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**PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

		<ul style="list-style-type: none"> <li>• What is the type, make, model and age of the NMT's and any other items that have to be removed in order to be able to determine the salvage value?</li> <li>• What is the location of the NMT's?</li> <li>• Are they freely and easily accessible without having to make appointments with for instance landowners?</li> <li>• Are permits required to do this work and will the airport/City arrange this?</li> <li>• What needs to be removed :nmt, cabin, poles, concrete foundation, electricity?</li> <li>• By when do they need to be removed?</li> </ul>
	<p><b>Response:</b></p>	<ul style="list-style-type: none"> <li>• <b>See pages 7 and 8 of this response.</b></li> <li>• <b>See pages 9, 10, and 11 of this response.</b></li> <li>• <b>Yes, they are easy to access. However, there are a few NMT's that have locks on fences. The City will provide a key and an individual from the Department of Aviation ("DOA") to assist with site location and access.</b></li> <li>• <b>Permits are not required for the removal of the NMT's. The following needs to be removed:</b> <ul style="list-style-type: none"> <li>○ <b>Noise Monitoring equipment inside box and microphone</b></li> <li>○ <b>Noise Monitoring equipment enclosure</b></li> <li>○ <b>Tilt-down pole arm</b></li> <li>○ <b>2 Weather stations</b></li> <li>○ <b>Any concrete and support poles (i.e. wooden, utility, etc.) will stay</b></li> <li>○ <b>Electricity de-energizing will be coordinated with DOA and the power company.</b></li> <li>○ <b>Phone service disconnection will be coordinated with DOA and the phone company.</b></li> <li>○ <b>Photos and descriptions are on pages 10 through 14 indicating example sites and a more detailed scope of work.</b></li> </ul> </li> <li>• <b>The NMT's must be removed within 90 days of NTP.</b></li> </ul>
<p>4.</p>	<p><b>Question:</b></p>	<p>What is the time schedule the City/Airport foresees for this project? What is the expected start date and by when should the new system be up and running?</p>

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PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM

ADDENDUM #2

	<b>Response:</b>	<i>This is a three year contract with a two year option at the discretion of the City.</i>  <i>The system should be up and running within 60 days of NTP. In the event the incumbent contractor is not the successful proponent, the City, the incumbent contractor and the successful proponent will complete a coordination plan to ensure a smooth transition.</i>
5.	<b>Question:</b>	Can the airport clarify that the Scope of Services includes both a Web-hosted Noise Operations Management System (NOMS) used only by ATL employees and also a Public Portal to be used by the general public accessible via the flyatlanta.com web site?
	<b>Response:</b>	<i>The system is actually a Flight Tracking System (FTS) and no longer a NOMS. ATL employees will utilize the FTS. The City has not decided whether it will establish a feature on Atlanta-airport.com permitting the public to see FTS data. The City reserves the right to request the ability to do so should it decide to exercise that option.</i>
6.	<b>Question:</b>	Will the airport clarify if they desire to continue with the use of any portable NMTs, and if so, is the NMT's noise data is required to be integrated into the Flight Tracking System?
	<b>Response:</b>	<i>ATL has four portable NMT's and they are all to be scrapped for salvage value along with the 16 permanently mounted NMT's.</i>
7.	<b>Question:</b>	Will the historical complaint and NMT data need to be migrated over to the new Flight Tracking System?
	<b>Response:</b>	<i>Yes</i>
8.	<b>Question:</b>	Exhibit A – Scope of Work – 2.1.2 – What NM distance range and altitude of data does the vendor need to provide? Is FAA's ADS-B data also a requirement?
	<b>Response:</b>	<i>40 nautical miles and a 20,000 footceiling. See question 2 bullet 3.</i>  <i>No, FAA's ADS-B data is being provided via a different contract to ATL.</i>
9.	<b>Question:</b>	Exhibit A – Scope of Work – 2.1.2 – Does the Airport also want FAA ATL ASDE-X surface data included in the data feed?

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PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM

ADDENDUM #2

	<b>Response:</b>	<b><i>No, FAA ATL ASDE-X surface data is being provided via a different contract to ATL</i></b>
10.	Question:	Exhibit A – Scope of Work – 2.1.2 – Can the FAA radar data feed from Atlanta Airport ASR-9 be sent overseas to the vendor’s data center?
	<b>Response:</b>	<b><i>The RFP requires the use of FAA radar from the Atlanta Airport ASR-9. It is incumbent upon each Proponent to orchestrate their business approach to satisfy this need.</i></b>
11.	Question:	Exhibit A – Scope of Work – 2.1.5 – Does the airport desire for the Flight Tracking System provider to import 20 years of historic flight track data into the system, or only import a certain number of years but be able to accumulate and store up to 20 years at a time?
	<b>Response:</b>	<b><i>The City desires the provider to import all historical NOMS data. The City does not wish to lose data from the system’s inception and needs to build on that data moving forward.</i></b>
12.	Question:	Exhibit A – Scope of Work – 2.1.13 – Can the vendor’s primary or backup data centers be located outside of the United States?
	<b>Response:</b>	<b><i>The data centers themselves can be located outside the United States.</i></b>
13.	Question:	Exhibit A – Scope of Work – 2.1.16.2 - #3 and #4 – A one mile cylinder radius around the property, the number of flight operations within the 1 mile cylinder during the date and time frame entered. – Is the intent here to provide the general public end-user (via the Public Portal) the ability to filter the flight data shown based on the user defined 3D cylinder or is this capability desired only in the non-public NOMS system used by the Airport personnel?
	<b>Response:</b>	<b><i>The City requires the ability to filter flight data based on user-defined three-dimensional cylindrical positioning. Further, the City requires this ability for public consumption should the City desire to exercise this option.</i></b>
14.	Question:	Exhibit A – Scope of Work – 2.1.18 – Will the airport please clarify if the below items are to be removed and disposed of in the NMT removal: <ul style="list-style-type: none"> <li>• Noise Monitoring Equipment inside box &amp; microphone</li> <li>• Noise Monitoring Equipment Enclosure</li> <li>• Tilt-down pole arm</li> <li>• Pole NMT is mounted to</li> <li>• Concrete Slab</li> </ul> Other than the above, is there any other site work or item removal expected to be performed?

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**PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

	<b>Response:</b>	<b><i>See response to Question 3</i></b>
15.	Question:	Exhibit A – Scope of Work – 2.1.18 – Is there a specific timeline in which the Airport will want the existing NMTs to be removed?
	<b>Response:</b>	<b><i>The NMT's must be removed within 90 days of NTP.</i></b>
16.	Question:	Exhibit A – Scope of Work – 2.1.20 – Does the airport desire for the “up to two (2) one (1) day additional training sessions” to be on-site as well, or is WebEx training acceptable?
	<b>Response:</b>	<b><i>WebEx Training is acceptable, but it will be exclusive to ATL. A two-way voice connection will also be needed for conversation, questions and responses.</i></b>
17.	Question:	Regarding Financial Information, can a public company provide their financial reports submitted to the government, including, but not limited to their 10K?
	<b>Response:</b>	<b><i>Yes, along with the city's completed form(s).</i></b>
18.	Question:	Are vendors allowed to submit requested edits to the proposed contract as well as a Data Use Agreement?
	<b>Response:</b>	<b><i>Proponents may recommend edits to the form of agreement for the City's consideration, provided that such edits are consistent with the submitted proposal.</i></b>

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Virginia One Development Information Data Request

\*Supporting documents attached would cross reference to all of the following items listed below as well.

Page 2 Item 1a) RE: Calibration certificates for each noise monitor station for each year that the equipment has been in use.

Page 8 Item 1a) RE: The Manufacture, model number, and other identifying information for each separately identifiable functional component of the MDMS (i.e., logging sound level meter, microphone, pre-amplifier).

AND

Page 8 Item 1d) RE: Serial number for each microphone

Page 8 Item 1a) RE: The Manufacture, model number, and other identifying information for each separately identifiable functional component of the MDMS (i.e., logging sound level meter, microphone, pre-amplifier).

Date Noted:	NMT Unit	Manufacture	Model	Serial Number	Microphone Number
11/8/2012	Site # 1	Tracor	TA-40000A	1161	1004
11/8/2012	Site #2	Tracor	TA-40000A	1144	960
11/8/2012	Site# 3	Tracor	TA-40000A	1127	972
11/8/2012	Site # 4	Tracor	TA-40000A	1130	1006
11/9/2012	Site #5	Tracor	TA-40000A	1131	963
11/8/2012	Site #6	Tracor	TA-40000A	1251	982
11/8/2012	Site #7	Tracor	TA-40000A	1151	912
11/8/2012	Site #8	Tracor	TA-40000A	1194	904
11/8/2012	Site #9	Tracor	TA-40000A	1236	954
11/8/2012	Site #10	Tracor	TA-40000A	1150	1119
11/8/2012	Site #11	Tracor	TA-40000A	1154	970
11/8/2012	Site #12	Tracor	TA-40000A	1148	948
11/9/2012	Site #13	Tracor	TA-40000A	1159	909
11/8/2012	Site #14	Tracor	TA-40000A	1134	948
11/9/2012	Site #15	Tracor	TA-40000A	1105	1130
11/9/2012	Site #16	Tracor	TA-40000A	1145	976
11/9/2012/ef					

MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE (  
PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM  
ADDENDUM #2

**TRACOR**  
Airport Systems

Volume III Section I  
Introductions

## 1.0 Introduction

The Noise Monitoring Station (NMS) consists of the TA-6072 microphone assembly, the TA-40000A Noise Monitoring Terminal (NMT) electronics unit, and the associated mounting pole and hardware. The TA-40000A provides real time digital noise data, real time audio output, and calculated (time integrated) digital noise measurements. Noise event data and real time audio are transmitted separately with two dial-up telephone lines.

The microphone is similar in design to a hydrophone which is completely sealed and immune to humidity, rain etc. The microphone requires no routine maintenance except annual acoustic calibration. The windscreen is a permanent device made from stainless steel and is capable of limiting wind induced noise and protecting the microphone from low velocity projectiles (hand thrown rocks, bb's, pellets, etc.). A vibration isolation mounting arrangement using springs makes it immune to vibrations conducted by the pole. The NMT electronics unit is packaged for easy installation and removal from the enclosure. The system can be calibrated acoustically and electrically by one person from ground level. The pole assembly is shown in Figure 1 - 1. The interior of the electronics enclosure is shown in Figure 1 - 2.

The Noise Monitoring Station can support a full suite of weather instruments or any subset of the weather sensors such as only wind speed and direction sensors.

The power applied to the TA-40000A consists of 12 VDC and 5 VDC. The 12 V consists of the output of a linearly regulated charger floating across a 6 AH 12 V battery which provides short time operation of the NMS in case of a power failure. Power to the modem circuitry is provided by a 5 V, 2 A switching power supply and is cut off on power failure.

The internal power supplies in the TA-40000A are a combination of switching and linear regulators designed to provide a combination of high efficiency (necessary when used as part of a portable NMS) and low noise power to some of the sensitive circuits.

The TA-40000A NMT electronics unit processes the noise and (optional) weather data and stores it for retrieval by the central site computer.

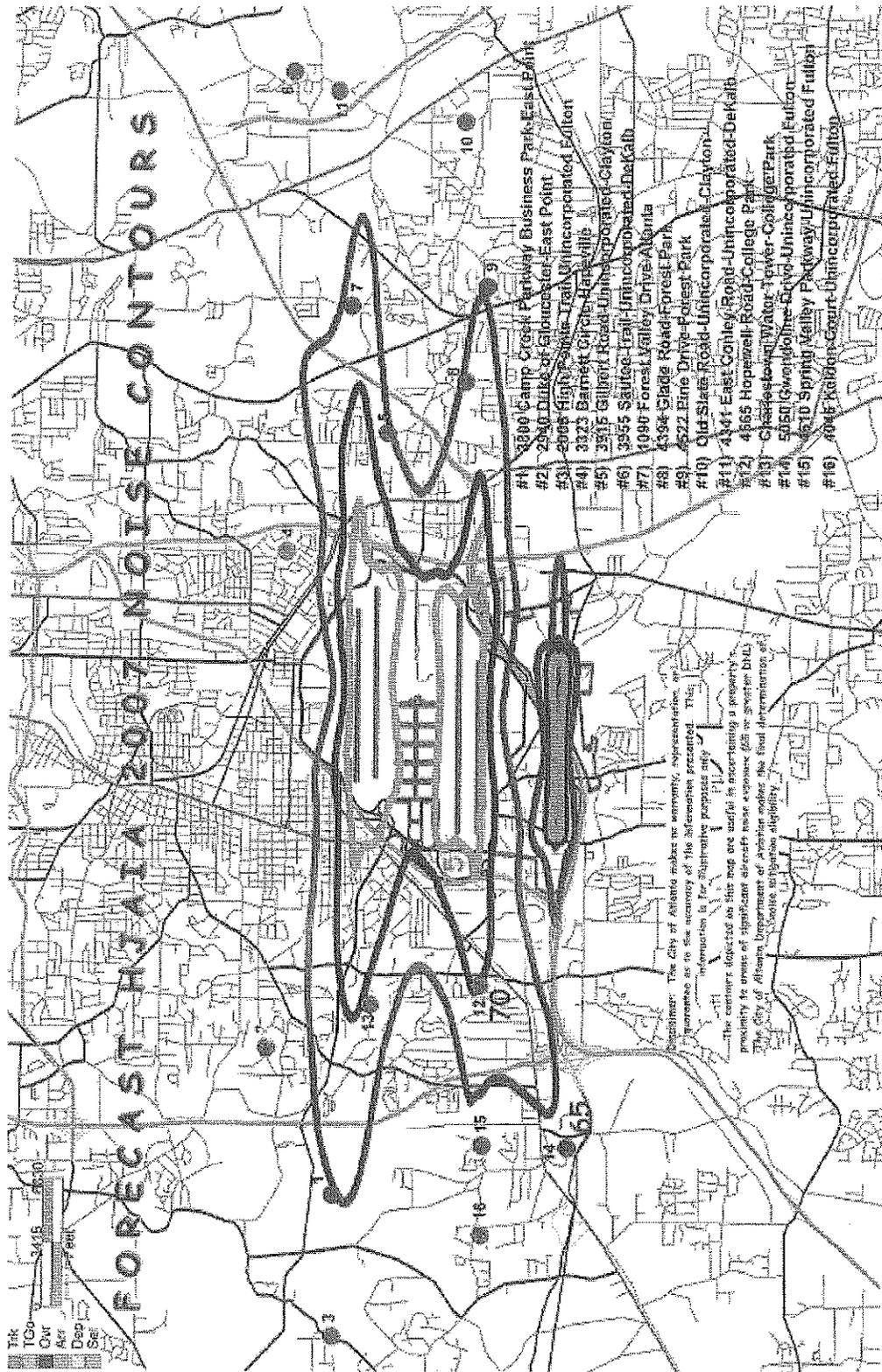
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**PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

<b>Site Number</b>	<b>DESCRIPTION</b>	<b>POINT_X</b>	<b>POINT_Y</b>
1	3800 Camp Creek Business Park	-84.51559908860	33.65252250330
2	2940 Duke of Gloucester	-84.48489288360	33.66248952350
3	2005 High Pointe Trail	-84.53665957850	33.65157809550
4	3323 Barnett Circle	-84.39939629260	33.66010604630
5	3915 Gilbert Road	-84.37927957300	33.64633827870
6	3955 Sautee Trail	-84.31989956630	33.66572843070
7	1090 Forest Valley Drive	-84.35562693350	33.65010666130
8	4394 Glade Road	-84.36970795900	33.63451494600
9	4522 Pine Drive	-84.35338079430	33.63119022930
10	Old Slate Road	-84.32413966120	33.63391835440
11	4341 East Conley Road	-84.31899960750	33.65265840440
12	4565 Hopewell Road	-84.47462418190	33.63119280980
13	Charlestown Dr/Water Tower	-84.47953739810	33.64730461620
14	5050 Gwendoline Drive	-84.50363023570	33.61836098420
15	4610 Spring Valley Pkwy	-84.50232644850	33.63022550230
16	4046 Kelden Court	-84.52053962680	33.63035307900

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 PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM  
 ADDENDUM #2

<b>NOMS Monitoring Site Information</b>				
<b>Site#</b>	<b>Address</b>	<b>Jurisdiction</b>	<b>County</b>	<b>Telephone Numbers</b>
Site #1	3800 Camp Creek Business Park	East Point	Fulton	Audio(404) 346-5905 Data (404) 346-5906
Site #2	2940 Duke of Gloucester	East Point	Fulton	Audio(404) 669-8907 Data (404) 669-8901
Site #3	2005 High Pointe Trail	Unincorporated	Fulton	Audio(404) 346-5901 Data (404) 346-5900
Site #4	3323 Barnett Circle	Hapeville	Fulton	Audio(404) 209-4051 Data (404) 209-4052
Site #5	3915 Gilbert Road	Unincorporated	Clayton	Audio(404) 669-8906 Data (404) 669-8903
Site #6	3955 Sautee Trail	Unincorporated	DeKalb	Audio(404) 362-8831 Data (404) 362-8830
Site #7	1090 Forest Valley Drive	Atlanta	Fulton	Audio(404) 362-8833 Data (404) 362-8832
Site #8	4394 Glade Road	Forest Park	Clayton	Audio(404) 362-8828 Data (404) 362-8824
Site #9	4522 Pine Drive	Forest Park	Clayton	Audio(404) 362-8829 Data (404) 362-8827
Site #10	Old Slate Road	Unincorporated	Clayton	Audio(404) 362-8837 Data (404) 362-8836
Site #11	4341 East Conley Road	Unincorporated	DeKalb	Audio(404) 362-8835 Data (404) 362-8834
Site #12	4565 Hopewell Road	College Park	Fulton	Audio(404) 669-8900 Data (404) 669-8905
Site #13	Charlestown Drive/Water Tower	College Park	Fulton	Audio(404) 669-8902 Data (404) 669-8904
Site #14	5050 Gwendoline Drive	Unincorporated	Fulton	Audio(404) 530-4281 Data (404) 530-4280
Site #15	4610 Spring Valley Parkway	Unincorporated	Fulton	Audio(404) 765-2805 Data (404) 209-2110
Site #16	4046 Keldon Court	Unincorporated	Fulton	Audio(404) 765-2818 Data (404) 765-2817

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 ADDENDUM #2



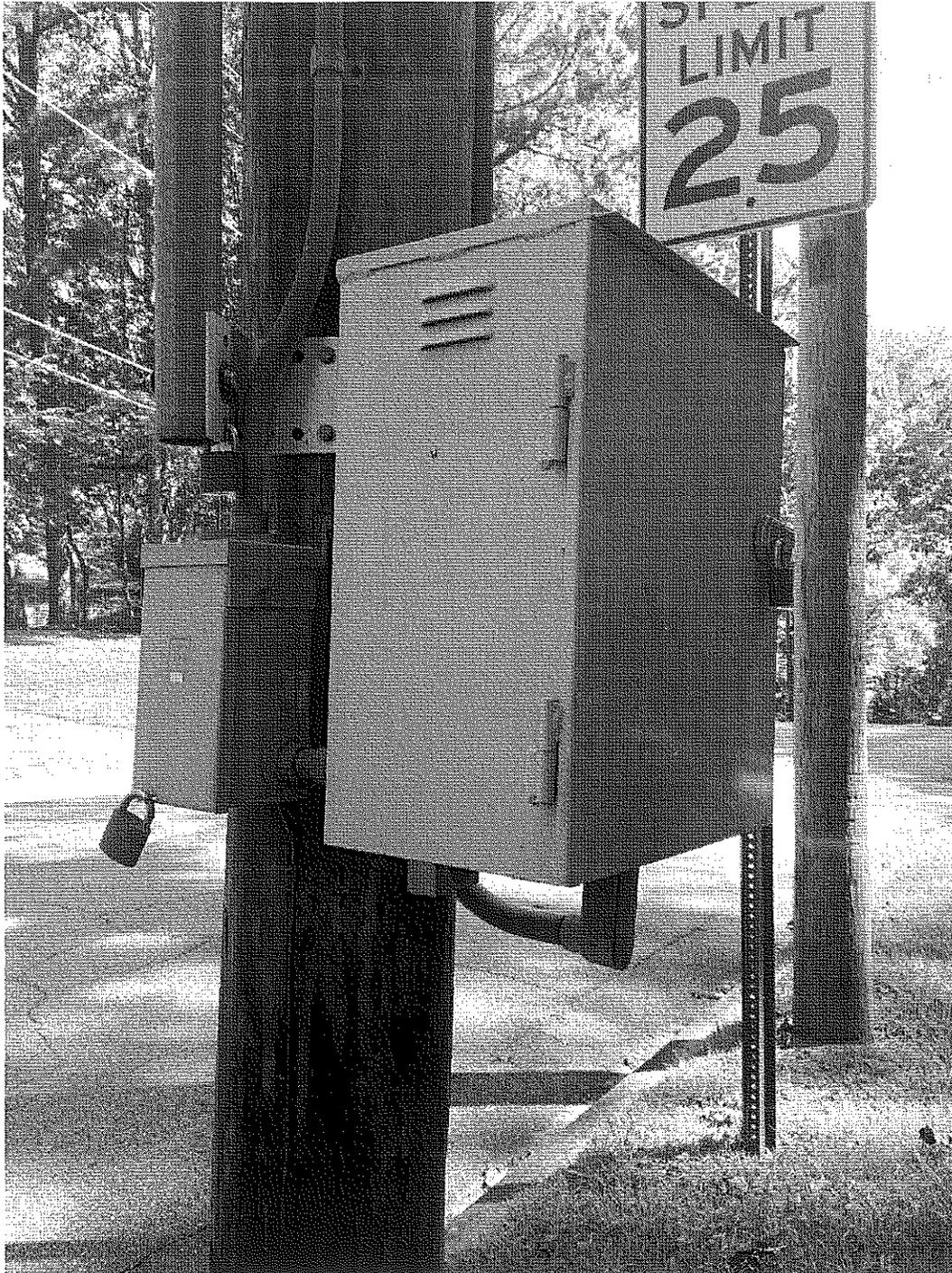
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**PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

**NMT Station 2**



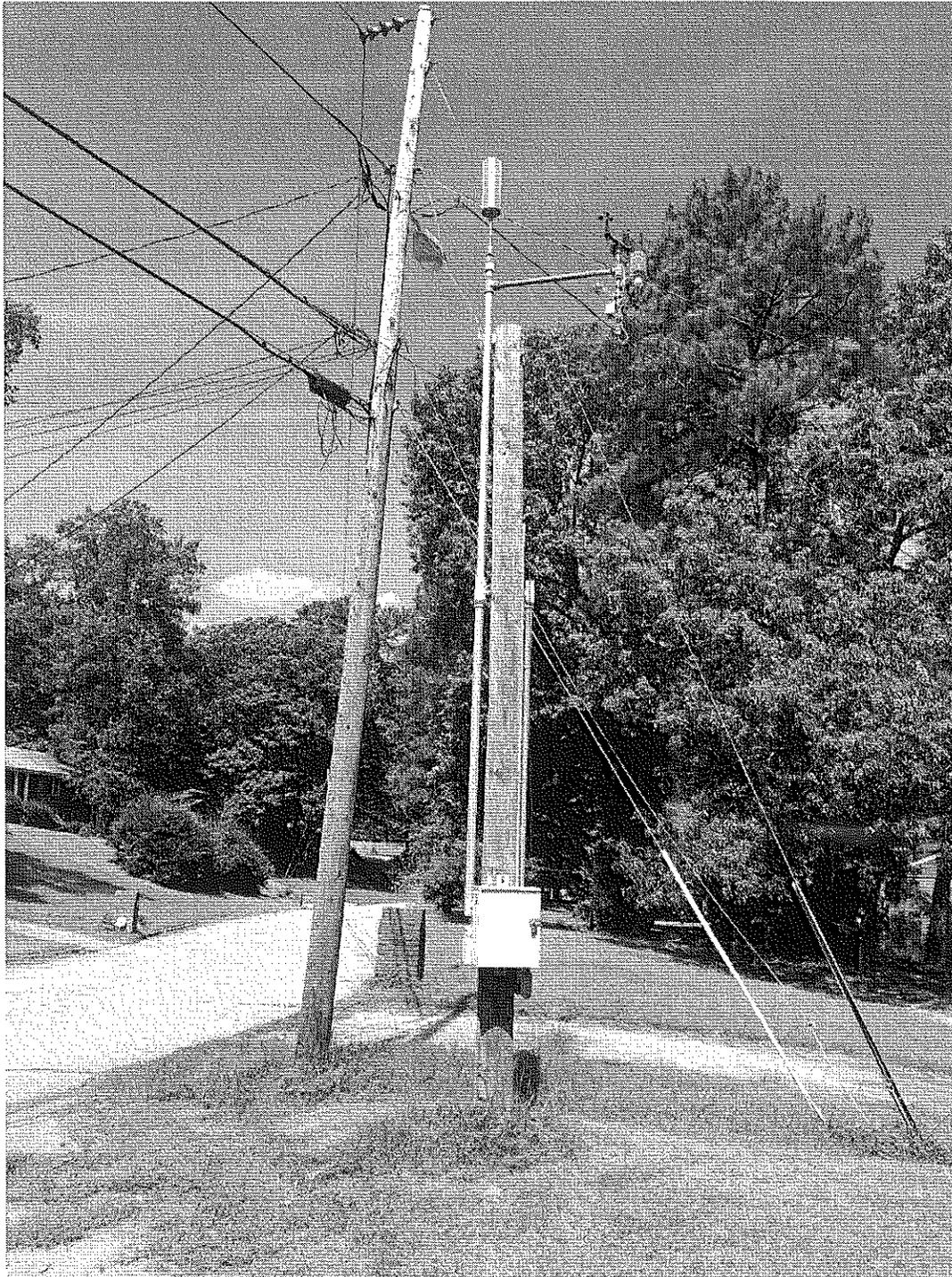
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PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM  
ADDENDUM #2

NMT Station 2



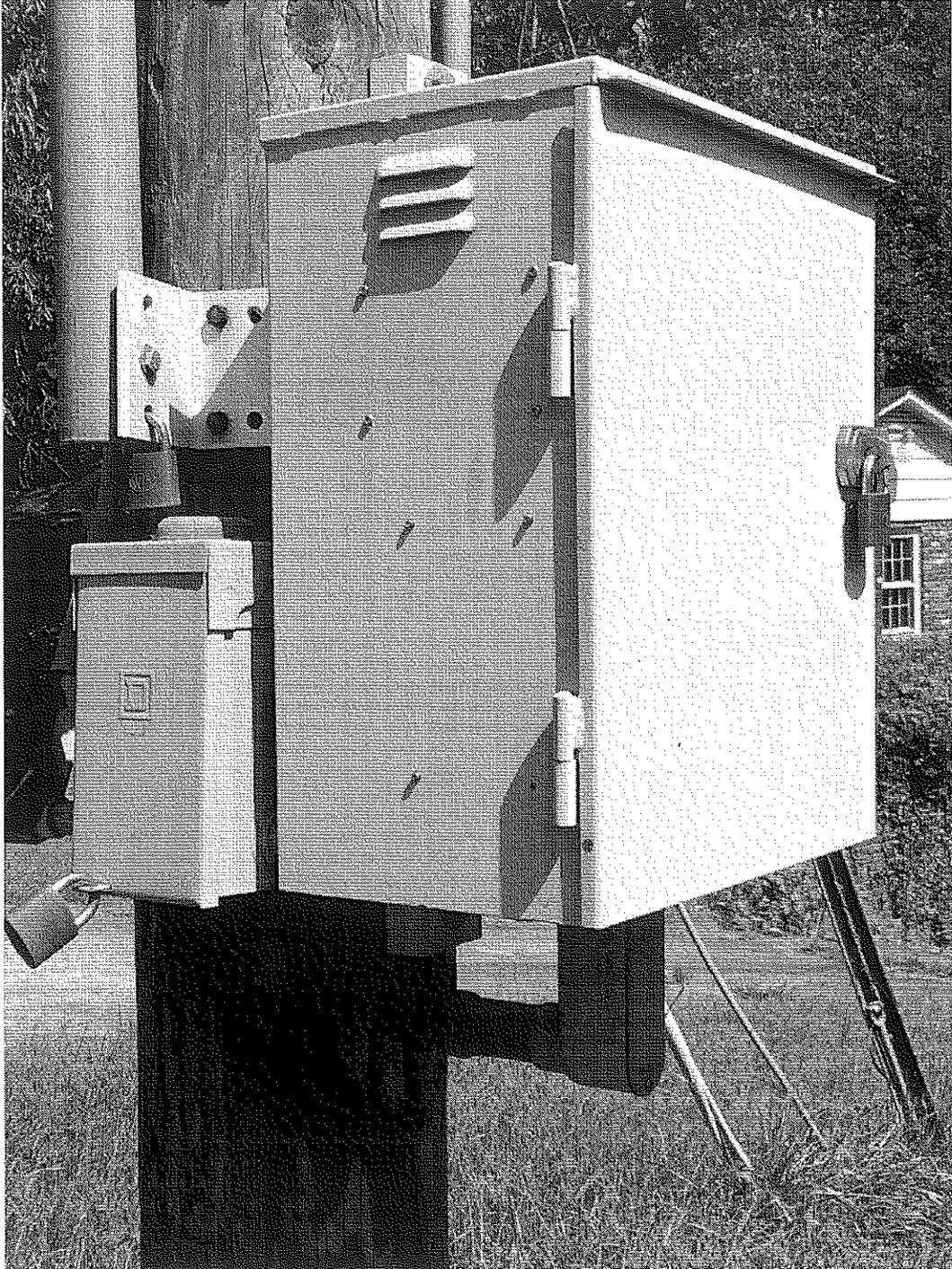
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PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM  
ADDENDUM #2

NMT Station 15



**MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE (**  
**PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

**NMT Station 15**



**MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE (**  
**PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

**Noise Monitoring Stations – Dismantling and Removal of Equipment**

**Station 1**

- This station has below ground power and telephone lines.
- Disconnect 1" conduit at joints marked with orange paint (1 between equipment box and power box, 1 exiting equipment box)
- Disconnect 2" galvanized pipe at joint marked with orange paint
- Remove equipment box, 2" microphone piping, associated supports and brackets, and any cables and wiring
- Leave power and telephone boxes, including any conduit entering or exiting these boxes, as well as the grounding wire

**Stations 2, 3, 5, 10, 12, 14**

- These stations have above ground power and telephone lines which are in close proximity to the station's microphone. Caution should be exercised when dismantling these stations.
- Disconnect 1" conduit at joints marked with orange paint (1 between equipment box and power box, 1 exiting equipment box)
- Disconnect 2" galvanized pipe at joint marked with orange paint
- Remove equipment box, 2" microphone piping, associated supports and brackets, and any cables and wiring
- Leave power and telephone boxes, including any conduit entering or exiting these boxes, as well as the grounding wire

**Station 15**

- This station has above ground power and telephone lines which are in close proximity to the station's microphone and wind speed devices. Caution should be exercised when dismantling this station.
- Disconnect 1" conduit at joints marked with orange paint (1 between equipment box and power box, 1 exiting equipment box)
- Disconnect 2" galvanized pipe at joint marked with orange paint
- Remove equipment box, 2" microphone piping, associated supports and brackets, and any cables and wiring.

**MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE (**  
**PROJECT NUMBER FC-8316 – FLIGHT TRACKING SYSTEM**  
**ADDENDUM #2**

- Leave power and telephone boxes, including any conduit entering or exiting these boxes, as well as the grounding wire

**Station 7**

- Please exercise extreme caution when working near the above ground power and telephone lines.
- Disconnect 1" conduit at joints marked with orange paint (1 between equipment box and power box, 1 exiting equipment box)
- Disconnect 2" galvanized pipe at joint marked with orange paint
- Remove equipment box, 2" microphone piping, associated supports and brackets, and any cables and wiring.
- This station has an attached wind speed measuring device that must be removed.
- Leave power and telephone boxes, including any conduit entering or exiting these boxes, as well as the grounding wire

**Stations 4, 6, 8, 9, 13, 16**

- These stations have above ground power and telephone lines nearby. Caution should be exercised when dismantling these stations.
- Disconnect 1" conduit at joints marked with orange paint (1 between equipment box and power box, 1 exiting equipment box)
- Disconnect 2" galvanized pipe at joint marked with orange paint
- Remove equipment box, 2" microphone piping, associated supports and brackets, and any cables and wiring.
- Leave power and telephone boxes, including any conduit entering or exiting these boxes, as well as the grounding wire

**Station 11**

- This station has above ground power and telephone lines in close proximity. Caution should be used in dismantling this station. –Access to this station may be challenging as the utility pole is located on a slope. The access point is approximately three to four feet below street level. Further, adding to the difficulty, the site located on busy roadway.
- Disconnect 1" conduit at joints marked with orange paint (1 between equipment box

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**ADDENDUM #2**

and power box, 1 exiting equipment box)

- Disconnect 2" galvanized pipe at joint marked with orange paint
- Remove equipment box, 2" microphone piping, associated supports and brackets, and any cables and wiring.
- Leave power and telephone boxes, including any conduit entering or exiting these boxes, as well as the grounding wire

**1. REVISION TO PART II, EXHIBIT "D" INSURANCE AND BONDING REQUIREMENTS**

Delete:           Exhibit "D" Insurance and Bonding Requirements, in its entirety.

*Replace with:   Exhibit "D" Insurance and Bonding Requirements, attached.*

**EXHIBIT D  
INSURANCE & BONDING REQUIREMENTS  
FC-8316 FLIGHT TRACKING SYSTEM AT  
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Service Provider. **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 Exhibit D and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Atlanta, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

**No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, 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.**

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Service Provider 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 proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bonds in the name of Service Provider's entity or partnership as the primary insured.

2. Project Number & Name

The project number (FC-8316) and name (Flight Tracking System at Hartsfield-Jackson Atlanta International Airport) must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D 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. Upon request, the Service Provider must submit the ratings for each company to the City.

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;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) All 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 Service Provider in writing. Service Provider 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.

Service Provider's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the Agreement will not be construed to conflict with or limit Service Provider's indemnification obligations under the Agreement.

#### 4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Exhibit D 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.

#### 5. Notices of Cancellation & Renewal

Service Provider must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Exhibit D (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

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.

Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement 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.

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.

7. 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.**

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

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

**NOTE: A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the effective date of the Agreement.**

9. Mandatory Sub-Contractor/Consultant Compliance

Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

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

11. Waiver of Subrogation in favor of the City of Atlanta

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

B. Workers' Compensation and Employer's Liability Insurance

Service Provider 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 . . . . .	<b>Statutory</b>
Employer's Liability:	
Bodily Injury by Accident/Disease	<b>\$1,000,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

C. Commercial General Liability Insurance

Service Provider 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
- 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

Service Provider 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 Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability coverage required under this **Exhibit D**.

Additionally, in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **Ten Million Dollars (\$10,000,000)** combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Professional Liability /Network Security and Privacy Policy

Service Provider shall procure and maintain during the life of this contract Professional Liability/Network Security and Privacy Insurance in an amount of **\$2,000,000** 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. As well as these extensions of coverage:

- Damages arising from a failure of computer security, or a wrongful release of private information
- Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident.

G. Performance and Payment Bonds

At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the first year's payment amount specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved

by the City's Attorney as attached hereto at Exhibit D-1. The bonds must be renewed annually at one hundred percent (100%) of the then current year's payment amount specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals.

1. The surety company issuing the bond must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
2. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.
3. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia, upon whom all notices must be shown on each bond. The person executing the bonds on behalf of the Surety must file with the bond a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified to by an official of said Surety. The bonds must be on form provided by City. The Agreement will not be executed by City until after the approval of the bonds by City's Attorney.
4. For additional information regarding Performance and Payment Bonds, please see Exhibit D-1 attached hereto and incorporated herein by this reference.

**EXHIBIT D-1**  
**PERFORMANCE AND PAYMENT BONDS**

1. At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's contract value as specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's contract value as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.
2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement.
3. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.
5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must 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 to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

## EXHIBIT D-1

### ATTACHMENT 1

#### Performance Bond

##### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

## Performance Bond

"City" City of Atlanta, Georgia  
"Project" Flight Tracking System at Hartsfield-Jackson Atlanta International Airport  
"FC No." 8316  
"Principal"  
Type of Organization ("X" one):  
 Individual  
 Partnership  
 Joint Venture  
 Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of Insurance of  
the State of Georgia to transact surety business in the  
State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding  
performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total Management Fee as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the Management Fee as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

\_\_\_\_\_  
Associate/Assistant City Attorney

APPROVED

\_\_\_\_\_  
City's Chief Financial Officer

## EXHIBIT D-1

### ATTACHMENT 2

#### Payment Bond

##### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

## Payment Bond

"City" City of Atlanta, Georgia  
"Project" Flight Tracking System at Hartsfield-Jackson Atlanta International Airport  
"FC No." 8316  
"Principal"  
Type of Organization ("X" one):  
 Individual  
 Partnership  
 Joint Venture  
 Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of Insurance of  
the State of Georgia to transact surety business in the  
State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding  
performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total Management Fee as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the Management Fee as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

\_\_\_\_\_  
Associate/Assistant City Attorney

APPROVED

\_\_\_\_\_  
City's Chief Financial Officer

**[END OF DOCUMENT]**