



Fulton County, GA

# Department of Purchasing & Contract Compliance

*Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P*  
*Director*

December 12, 2011

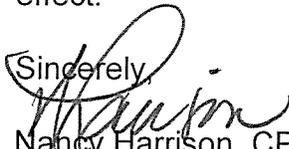
**RE: BID NO. 11ITB110911K-NH T211 SR 279/OLD NATIONAL HIGHWAY ATMS  
FULTON COUNTY PROJECT STP-0000-00(189), (CT 1) P.I. No. 0000189**

Dear Vendors:

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced ITB.

**The due date for the ITB referenced above has been changed to Monday, December 19, 2011.**

Except as provided herein, all terms and conditions in the ITB number **11ITB110911K-NH T211 SR 279/OLD NATIONAL HIGHWAY ATMS FULTON COUNTY PROJECT STP-0000-00(189), (CT 1) P.I. No. 0000189** referenced above remain unchanged and in full force and effect.

Sincerely,  


Nancy Harrison, CPPB  
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



11ITB110911K-NH T211 SR 279/OLD NATIONAL HIGHWAY ATMS FULTON COUNTY  
PROJECT STP-0000-00(189), (CT 1) P.I. No. 0000189  
Addendum No. 2  
Page Two

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted above

### **ACKNOWLEDGEMENT OF ADDENDUM NO. 2**

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the bid package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date Monday December 19, 2011 at 11:00 am.

This is to acknowledge receipt of Addendum No. 2, \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

\_\_\_\_\_  
Title

Question: Drawing No. 40-006 (Sheet 34 of 44) is the only reference to pole height. The specification shown in the plans is typically used for Interstate (75, 85, 285) installation of CCTV systems. Those poles have always been concrete. I don't think it is the County's intention to have mast arm poles with 70' uprights nor 70' strain poles for the wireless interconnect, but the lack of specification requires the suppliers to meet that requirement. When installing CCTV systems at an intersection, on a mast arm pole, the typical height of the mast arm upright is 40'- 50'. 40'- 50' should also be a gracious plenty for the repeater locations as well.

Response: The pole height should be 50' – for placement of CCTV and Wireless Antenna

Question: The mast arms shown in the drawings for installation do not show any loading requirements. In order to design the pole the Engineer needs to have information on the load to be applied to the arm. It is assumed, signal heads would eventually be placed on the arms otherwise there would be no purpose for the arms.

Response: The load should account for traffic signal heads per GDOT requirements.

Question: The addendum gives a name of a "Renaissance" base, but I need help in determining what this is? Is there a manufacturers name/part number or a photo available of what exactly the county is looking for?

Response: Valmont or equivalent.

Question: There is no pole height given for the uprights? Is the county intending to use a 70' CCTV upright at these intersections?

Response: Poles shall be 50'.

Question: There are no loadings given for the mast arms so that the arms and poles can be engineered and sized?

Response: Loading shall be in accordance with GDOT signal head placement requirements.

## **Insurance and Risk Management Provisions Construction – T211 SR 279/Old National Highway**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

- 1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

2.	Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
	Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
	Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

\*\*To include U.S. Longshoremen and Harbor Workers Act\*\*

- 2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000

Fire Damage Limits  
\$100,000

\*\*To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment\*\*

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits** Each Occurrence \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

\*\*Broadened Pollution Endorsement CA9948 and MCS 90\*\*

**4. UMBRELLA LIABILITY** Per Occurrence/Aggregate \$5,000,000/\$5,000,000

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

**Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

## **PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

***If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.***

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PRICE QUOTE****(BIDDERS SHALL VERIFY QUANTITIES BEFORE LAST DATE FOR QUESTIONS)**

PAY ITEM	TOTAL QTY.	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
<b>TRAFFIC CONTROL ITEMS</b>					
150-1000	LUMP	LS	TRAFFIC CONTROL – CSSTP-0006-00(731)		
	<b>1</b>	<b>EA</b>	<b>ADDCO DH1000 FULL MATRIX SOLAR POWERED CHANGEABLE MESSAGE SIGN. (OR EQUAL)</b>		
<b>ATMS ITEMS</b>					
615-1200	70	LF	DIRECTIONAL BORE 5 IN		
639-3004	14	EA	DECORATIVE STEEL STRAIN POLE, TP IV		
639-3004	1	EA	DECORATIVE STEEL STRAIN POLE, TP IV W/ 45 FT MAST ARM		
639-3004	1	EA	DECORATIVE STEEL STRAIN POLE, TP IV W/ 50 FT MAST ARM		
639-3004	2	EA	DECORATIVE STEEL STRAIN POLE, TP IV W/ 55 FT MAST ARM		
639-3004	1	EA	DECORATIVE STEEL STRAIN POLE, TP IV W/ 45 FT & 65 FT TANDEM MAST ARMS		
639-3004	1	EA	DECORATIVE STEEL STRAIN POLE, TP IV W/ 55 FT & 65 FT TANDEM MAST ARMS		
647-2120	13	EA	PULL BOX, PB-2		
682-6222	376	LF	CONDUIT, NONMETL, TP 2, 2 IN		
682-6233	140	LF	CONDUIT, NONMETL, TP 3, 2 IN		
936-1001	12	EA	CCTV, SYSTEM TYPE B		
936-8000	LUMP	LS	TESTING		
936-8500	LUMP	LS	TRAINING		
939-1191	12	EA	VIDEO ENCODER, TYPE B		

939-2305	12	EA	FIELD SWITCH, TYPE C		
939-4020	8	EA	TYPE B CABINET		
939-4040	12	EA	TYPE D CABINET		
939-5010	8	EA	ELECTRICAL POWER SERVICE ASSEMBLY, AERIAL POINT		
939-8000	LUMP	LS	TESTING		
939-8500	LUMP	LS	TRAINING		
999-0300	LUMP	LS	WIRELESS BROADBAND ETHERNET SYSTEM		
999-0310	LUMP	LS	TESTING		
999-0320	LUMP	LS	TRAINING		
<b>EROSION CONTROL ITEMS</b>					
163-0232	1	AC	TEMPORARY GRASSING		
163-0240	1	TN	MULCH		
700-6910	1	AC	PERMANENT GRASSING		
700-7000	1	TN	AGRICULTURAL LIME		
700-8000	1	TN	FERTILIZER MIXED GRADE		
700-8100	100	LB	FERTILIZER NITROGEN CONTENT		
700-9300	1400	SY	SOD		
713-3001	1400	SY	WOOD FIBER BLANKET, TP 1, SHOULDERS		
	LUMP	Allow	POST DESIGN SERVICES	\$25,000	\$25,000
	LUMP	Allow	TESTING ALLOWANCE	\$25,000	\$25,000
			<b>BASE BID AMOUNT</b>		