



FULTON COUNTY PURCHASING DEPARTMENT

**Winner 2000- 2005 Achievement of Excellence in Procurement Award
National Purchasing Institute**

Jerome Noble, Director



July 21, 2006

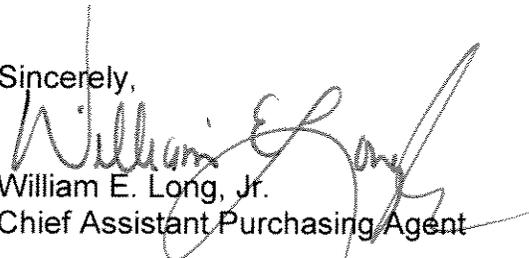
**Re: 06ITB51268C-BL
Andover Drive Sewer Extension Project**

Dear Bidders:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced Invitation to Bid #06ITB51268C-BL.

Except as provided herein, all terms and conditions in the Bid referenced above remain unchanged and in full force and effect.

Sincerely,


William E. Long, Jr.
Chief Assistant Purchasing Agent

06ITB51268C-BL – Andover Drive Sewer Extension Project
Addendum No. 3
Page Two

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

Replace the original Insurance and Risk Management Provisions for Construction with the attached "**Insurance and Risk Management Provisions for Construction.**"

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30335 by the RFP due date and time **Insert due date**, **11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2006.

Legal Name of Bidder

Signature of Authorized Representative

Title

Insurance and Risk Management Provisions Construction

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 Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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 and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

| | | | |
|--------------------------------|-------------|---------------|-------------|
| Employer's Liability Insurance | BY ACCIDENT | EACH ACCIDENT | \$1,000,000 |
| Employer's Liability Insurance | BY DISEASE | POLICY LIMIT | \$1,000,000 |
| (Aggregate) | BY DISEASE | EACH EMPLOYEE | \$1,000,000 |

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 |

- 3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles).
- 4. **ELECTRONIC DATA PROCESSING LIABILITY**
 (Required if computer contractor) Limits \$1,000,000
- 5. **UMBRELLA LIABILITY**
 (In excess of above noted coverages) Each Occurrence \$10,000,000
- 6. **PROFESSIONAL LIABILITY**
 Each Occurrence \$5,000,000
 (To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).
- 7. **ENVIRONMENTAL/POLLUTION LIABILITY**
 Each Occurrence \$2,000,000
- 8. **FIDELITY BOND**
 (Employee Dishonesty) Each Occurrence \$ 100,000

9. **BUILDERS RISK:** "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

| | |
|---------------------------------|------------------------------|
| Property in Transit | \$1,000,000 |
| Property in Offsite Storage | \$1,000,000 |
| Plans & Blueprints | \$25,000 |
| Debris Removal | 25% of Insured Physical Loss |
| Delay in Completion / Soft Cost | TBD |

Deductibles:

| | |
|-------------------------------|-----------|
| Flood and Earthquake | \$25,000 |
| Water Damage other than Flood | \$100,000 |
| All other Perils | \$10,000 |

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, except such rights as they have to the proceeds of such insurance.

codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor 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

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: _____