



Fulton County, GA

# Department of Purchasing & Contract Compliance

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

February 17, 2011

Re: 11ITB1W043K-DB; W043 McGinnis Ferry Road Water Line Improvements

Dear Vendors

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced ITB #11ITB1W043K-DB; W043 McGinnis Ferry Road Water Line Improvements

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

Sincerely,

*Darlene A. Banks* 

Darlene A. Banks, CPPB  
Assistant Purchasing Agent

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



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

1. **Corrections (Insurance and Risk Management form enclosed)**

Correction: The title of this solicitation should read "W043 McGinnis Ferry Rd Water Line Improvements"

Correction: There is no Section 00800 "Special Conditions" as stated in Table of Contents

Correction: Section 00490 "Insurance and Risk Management"; the title has been changed to read Insurance and Risk Management Provisions McGinnis Ferry Road (Water Line Improvements). The insurance coverage/amount did not change.

2. **The due date for this project has been revised; the new due date is February 28, 2011, same location and time.**

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



### ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the bid package to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by **11:00am on Monday, February 28, 2011.**

This is to acknowledge receipt of Addendum No. 2, \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

\_\_\_\_\_ Title

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



**REVISED**  
**Insurance and Risk Management Provisions**  
**McGinnis Ferry Road (Water Line Improvements)**

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	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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

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

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

\*\*General Liability Policy to include the following:

- Per Project/Location Aggregate and Completed Operations for 3 Years after project completion.
- Policy to provide evidence of X, C, U coverage.
- Policy to have no exclusion for demolition work.

**4. 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\*\*

**5. UMBRELLA LIABILITY** Per Occurrence/Aggregate \$2,000,000

**6. CONTRACTORS POLLUTION LIABILITY** Each Occurrence \$1,000,000

\*\*Or by endorsement to General Liability Policy for sudden and accidental\*\*

If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

- To include three (3) years of extended Completed Operations coverage.

**7. BUILDERS' RISK:** To be written on a Builders Risk "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) 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
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	Full Contract Value
<b>Deductibles:</b>	
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, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Insureds under the policy.

### **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.

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: \_\_\_\_\_