



Fulton County, GA

Department of Purchasing & Contract Compliance

October 17, 2014

Re: #14ITB93431K-MH
Renovation and Expansion at the Auburn Avenue Research Library

Dear Bidders:

Attached is one (1) copy of Addendum 6, hereby made a part of the above referenced **ITB**.

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

Sincerely,

Mark Hawks

Mark Hawks
Assistant Purchasing Agent

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



#14ITB93431K-MH

Renovation and Expansion at the Auburn Avenue Research Library

Addendum No. 6

Page Two

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

Insurance requirements for this solicitation is attached to this addendum

ACKNOWLEDGEMENT OF ADDENDUM NO. 6

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time **October 21, 2014, 2:00 P.M.**

This is to acknowledge receipt of Addendum No. 6, _____ day of _____, 20__.

Legal Name of Bidder

Signature of Authorized Representative

Title

SECTION 5.1
INSURANCE AND RISK MANAGEMENT PROVISIONS

1. Safety Plan Outline

Project safety is an integral part of the Contractor's contract. It is the practice of Fulton County Government to require a comprehensive accident and loss prevention process for all Capital Projects.

The primary components of this process will include, but are not limited to, the following:

- Designate a project Safety Coordinator/Officer to ensure cohesive safety orientation of all project contractors/staff
- Develop a site specific on-site safety, accident investigation and return to work processes as critical elements in the complete construction process
- Establish a site specific proactive safety audit/inspection schedules and safety rules in compliance with applicable laws and regulations
- Implementation of a Substance Abuse Program to include random, post accident and reasonable suspicion drug testing (this cost will be borne by Contractor)

The selected Contractor shall be required to provide Fulton County - Risk Management Division with a written site specific safety plan prior to the start of any onsite work – Safety Plan is NOT due at the time of ITB Proposal submission. The safety plan must include the aforementioned components and the name of the contractors' project Safety Coordinator/Officer.

2. Bidding Instructions Relative to the Owners' Wrap-Up Program

Fulton County ("Owner") anticipates providing a Wrap-Up Program ("Wrap-Up") for the Library Capital Improvement Program that will include General Liability and Excess Liability insurance. The Program is intended to cover each (General) Contractor, its Trade Contractors and Subcontractors (collectively known as "Contractors") who are providing direct labor on this project and complete the Wrap-Up enrollment process. The Owner will pay all Wrap-Up premium costs.

3. Wrap-Up Steps:

1. Each Contractor will submit their bid on a gross basis (inclusive of insurance costs). Bids shall include costs for General Liability and Excess Liability. See insurance limit requirements on Exhibit No. 1.1, page 4.

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2. Contractor will submit with their bid Form 1 of Exhibit No. 1.1 to identify their cost for General Liability and Excess Liability on this project. These insurance costs should be based on the Contractor's own rates. The approved insurance cost will be deducted from the contract amount resulting in a contract that is issued **net of insurance costs**.
 3. Once a letter of intent is issued, Contractors will complete enrollment forms for the Wrap-Up and provide copies of their declaration and rate pages from Contractor's current policies. This information will be reviewed and approved by the Wrap-Up Administrator. . Contractors shall not begin work until they have received a certificate for their enrollment in the Wrap-Up.
 4. Initially, the estimated insurance cost (per the approved Form 1) will be deducted from the total contract amount. At the end of the project, the total earned insurance cost will be adjusted based on the original bid deduct estimate and the actual earned per the payroll/receipts reports and/or audit. Total insurance cost will be calculated based on the rates used on the approved Form 1. Any change in final insurance cost will be adjusted prior to Contractor's financial close out. Should, during construction, it be determined that the earned insurance costs will exceed the original estimate; an interim adjustment will be made.

4. Additional Information:

1. The Contractor shall be responsible for designing and implementing a comprehensive project specific safety, health and loss prevention program. All subcontractors will be required to follow the Contractor's safety, health and loss prevention program. A written site specific Safety Plan is required to be submitted by the Contractor and accepted by Fulton County (Risk Manager) before any on-site work can begin. The site specific Safety Plan must include but not limited to all items in the Project Contract concerning safety requirements, accident investigation procedures, safety audits/survey schedule, safety rules, return to work protocols and the name of the designated contractor's project safety representative.
2. The Contractor will implement a Substance Abuse Program to include Random, Reasonable Suspicion and Post Accident drug testing for this project. Contractors' employees may be tested for reasonable suspicion, as appropriate, throughout the construction process. This cost will be borne by the contractor.
3. Subcontractors covered under the Wrap-Up shall be responsible for reporting claims to the Contractor and providing full cooperation with any claim investigation.
4. The **Wrap-Up is not intended to provide coverage to every Subcontractor** under contract to the Contractor. Subcontractors not enrolled (at the Owner's discretion) in the Wrap-Up will be required to provide evidence of their own coverage **before starting work**.

5. Specific information regarding the Wrap-Up will be available when finalized prior to mobilization. Questions should be directed to the attention of the Wrap-Up Program Administrator.

6. Indemnification and Hold Harmless Agreement:

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, Program Manager, Construction Manager Owners Agent, 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, 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 further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, Program Manager, Construction Manager Owners Agent, 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. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Fulton County – Library Capital Improvement Program

Form 1

INSURANCE COST CALCULATION

Date:		Project Name/Phase:	Fulton County Project Name
Our Firm Name:		Hiring Contractor:	
Contact/Title:		Work Description:	
Address:		Contract Amount:	
City, State:		Est. Start Date:	
Zip:		Est. Completion Date:	
Telephone No:		Agent's Name/Contact:	
Fax No:		Agent's Telephone No:	
Email Address:		Agent's Fax No:	

A. General Liability - Project Site Payroll/Receipts Only					
G.L. Classification	G.L. Code	G.L. Rate/ \$1,000	Estimated Payroll/Receipts	Insurance Cost	
1.				\$	
2.				\$	
3.				\$	
4.				\$	
A. General Liability Cost				\$	(A)
B. Umbrella Excess Cost				\$	(B)
C. SubTotal (A+B)				\$	(C)
D. Overhead & Profit Percentage per Bid (ie; 10%)				\$	(D)
E. Total Insurance Cost				\$	(E)

The Owner anticipates providing coverage under a Wrap-Up Program. Accordingly, the Owner will eliminate the cost of insurance from the Contractor's initial contract amount. The amount to be deducted from the contract amount will be the higher of either the Insurance Costs indicated in Row E (as approved by the Wrap-Up Administrator) or the amount reflected in the Contractors' bid, whichever is higher. At project completion, an adjustment will be made based on actual earned insurance costs for each Contractor.

Signed by: _____ Title: _____

PLEASE SUBMIT WITH BID

BASIS OF INSURANCE COST CALCULATION – COVERAGE AND LIMITS

1. **Commercial General Liability** \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operation Aggregate*
 \$1,000,000 Personal Injury and Advertising Liability
 \$ 50,000 Fire Legal Liability
 \$ 5,000 Contractor Responsibility for Property Damage
 *Including term up to 5 years after substantial completion

2. **Excess/Umbrella Liability -**
 The Contractpr: \$5,000,000 Each Occurrence/Aggregate
 Subcontractors: \$1,000,000 Each Occurrence/Aggregate

INSURANCE COST CALCULATION INSTRUCTIONS

Construction Manager, Trade Contractors & Subcontractors Project Name	List name, address, contact person, telephone, and facsimile number of the bidder.
Project Location	Identify Project location.
Contract Amount	Identify the total amount of your bid.
General Liability Insurance Company	Identify the insurance company that now provides your General Liability coverage.
Policy Period	State the inception and expiration dates of your current General Liability and/or Excess policies.
A. GENERAL LIABILITY	
Classification	List the General Liability classification descriptions that apply to your work. This should be obtained from your current policy or insurance agent.
Code	List classification code numbers which apply. This can be obtained from your current policy or insurance agent. The General Liability (GL) Classification code is the 5 digit number that identifies the classification of operations of the Named Insured. The exposure basis for the classification is either payroll or revenues.
Rate	Fill in General Liability and Completed Operations rates for payroll and/or gross receipts. Obtain this information from your insurance agent to make certain the rate is current.
Estimated Payroll/Receipts	Fill in payroll and/or gross receipt amounts projected for work you will perform for each General Liability classification code.
Premium	Total primary premium(s).
Total General Liability Premiums	Total premium(s) for each classification.
B. Umbrella/Excess Cost	If applicable, fill in your Umbrella / Excess premium based on exposures associated with this Project.
C. Subtotal	Subtotal A + B + C above
D. Overhead & Profit	List the percentage of Overhead & Profit used in Bid
E. Total Insurance Cost	Subtotal times Overhead & Profit Percentage (D X E)

5. Builders Risk:

Fulton County shall procure and maintain Builder's Risk Insurance on the entire work which provides "All Risk" coverage on the buildings, structure or work, and property of the Fulton County in the care, custody and control of the Contractor. The amount of such insurance shall at all times be equal to (100%) one hundred percent of the amount paid to the Contractor for work performed, or replacement value, whichever is greater. Fulton County will be the first Named Insured on the builders risk policy. The selected Contractor and all eligible and enrolled subcontractors of every tier will be provided coverage under the builders risk policy, including Waiver of Subrogation.

Builders Risk coverage will be provided with limits equal to the amount paid to the Contractor for work performed, or the replacement cost of the work, whichever is greater, subject to sub limits. The policy will cover structures and materials during the course of construction that are part of "the work" and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site.

- The Contractor will assume the responsibility for the first \$5,000 of any claim that is within the purview of this policy.

6. Contractors Pollution Legal Liability:

Fulton County will maintain Contractors Pollution Liability coverage for the duration of this contract for on-site activities.

Pollution Legal Liability insurance providing coverage for pollution incidents at, under or emanating from the Project Site will be provided with coverage for third-party bodily injury, property damage, cleanup costs and defense costs. The policy will be written with a limit of at least \$1,000,000.

- The Contractor will assume the responsibility for the first \$5,000 of any claim that is within the purview of this policy.