



**FULTON COUNTY PURCHASING DEPARTMENT**  
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National Association of Purchasing Management

**Jerome Noble, Director**  
November 15, 2004

**Addendum Number 1 - RFP #05RFP7401K**  
**Title: Dunwoody Place at Hightower Trail Design/Build Traffic Signal Installation (Project #T-179)**

Dear Vendors:

This addendum is in reference to Request for Proposal #05RFP7401K-- Design Build Traffic Signal Installation in support of the Fulton County Public Works Department. This addendum provides additional information, requirements, terms and clarifications about this project.

The following change is hereby made:

1. Pursuant to Fulton County Code Section 102-357, Prime Bidders on the above project must perform no less than 51% of the work required under this project.
2. SECTION I, Item O: INSURANCE REQUIREMENTS is amended as follows:

Proof of Insurance requirements submitted under this RFP project must meet the minimum insurance requirements described below:

**INSURANCE REQUIREMENTS:**

**OCIP:**

Fulton County has implemented an Owner-Controlled Insurance Program ("OCIP") that covers this Project. Certain relevant provisions of the County's OCIP are outlined below. This OCIP does not affect Fulton County Government's statutory immunity. Under the OCIP, the County shall furnish certain portions of the Workers' Compensation, General Liability, and Builder's Risk insurance associated with the County's construction projects. Insurance furnished under the OCIP covers the County, the Contractor and its Sub-Contractors of all tiers (with some exceptions, as described below), and other persons or interests as the County may designate in connection with the performance of the work. As detailed below, the Contractor still provides certain other portions of insurance coverage not included in the OCIP.

**Workers Compensation Insurance:**

Workers' Compensation insurance in statutory limits of the Workers' Compensation laws of the State of Georgia, with Coverage B - Employer's Liability, to limits of not less than **one million dollars (\$1,000,000)** covering operations of the insured parties at the Project site. Coverage under the Broad Form All States extension is also included. This insurance is primary for all occurrences at the Project site.

**Liability Insurance (Excluding Motor Vehicle Liability):**

Liability insurance (excluding Motor Vehicle Liability) under a Commercial General Liability insurance policy and covering the insured parties in connection with the performance of the Work at the Project site, including hazards of operations (explosion, collapse and underground exposures),

independent contractors, employees as additional insureds, completed operations (for 5 years after final completion of the Work), contractual liability coverage (for contracts related to the Work), personal injury liability coverage, and excess Employer's Liability coverage for claims arising out of the Work hereunder, for personal injury, bodily injury, and property damage, in policies of insurance such that the total available limits to all insureds combined will not be less than **twenty-five million dollars (\$25,000,000)** combined single limits for each occurrence and aggregates, as applicable.

Notwithstanding the actual policy deductible, the Contractor shall be liable for a deductible not to exceed **five thousand dollars (\$5,000)** each occurrence, to the extent losses payable are attributable to, involve, or relate to the performance, actions, errors, omissions, or negligence of the Contractor or its Sub-Contractors, uninsured parties, or any other entity or person for whom it may be responsible. The Contractor's deductible shall include the costs of defense, including court costs and attorneys' fees of a covered OCIP claim and shall not be construed to affect the Contractor rights to indemnify the County under the contract. All such deductibles shall be collected as part of the Contract close-out process and final payment.

The insurance provided under the OCIP will not extend coverage for products liability to any insured party or uninsured party. However, Products/Completed Operations liability arising from manufacturing or assembly of items manufactured or assembled at the Project site, as required by the contract is covered.

#### **Contractor's Liability Insurance:**

Pursuant to the exclusions of the Owner-Controlled Insurance Program (OCIP) described in Paragraph 11.1 above, the Contractor shall purchase and maintain during the life of this Agreement, from a company or companies licensed to do business in its agents and acceptable to the County, such insurance as shall fully protect him, the County, any other Professional Consultant or Architect or Engineer hired by the County, and any parties, consultants, or Sub-Contractors performing work covered by this Agreement from any and all claims, including those resulting from bodily injury (including accidental death), professional liability of the property damage (other than to the work itself) or personal injury which may arise or result from the Contractor's operations under this Agreement which are not covered under the OCIP, whether such operations be by himself or by any Sub-Contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (a) Said insurance shall specifically provide coverage during the life of this Agreement to the County, its agents, any Professional Consultant or Architect or Engineer hired by the County, and any Sub-Contractor performing work covered by this Agreement for claims made by any persons, including the employees and parties in privity of the contract with the Contractor, claiming injury as a result of the performance of the Project.
- (b) At a minimum, such insurance must include but not necessarily be limited to:
  - (i) Worker's Compensation and Employer's Liability insurance (for all operations away from the Project site);
  - (ii) Motor Vehicle Liability insurance, covering all motor vehicles, whether owned, non-owned, or hired (for all operations both at and away from the Project site);
  - (iii) Comprehensive (or Commercial) General Liability insurance, with Broad Form Liability endorsement. Comprehensive (or Commercial) General Liability policy with Broad Form Liability endorsement shall be further endorsed naming County, Program Manager, Construction Manager, and County's Professional Consultants as additional insured (for all operations away from the Project site).
  - (iv) Professional Liability insurance, specifying that the Contractor shall be responsible to the County for acts, errors and omissions of the Contractor's directors, officers,

employees and parties in privity of the contract with the Contractor to perform a portion of the work, including their agents and employees (for all operations both at and away from the Project site). The Contractor shall require the architects and the engineers that are responsible for the design and engineering to purchase and maintain liability insurance with no less coverage than \$1,000,000.00 or 10% of the construction value of the Work, whichever is greater, throughout the duration of the project and for two years following the Date of Substantial Completion.

The insurance required by Subparagraph 11.2.1 above shall be written for not less than the following liability limits, or greater if required by law. Evidence of such insurance shall be provided PRIOR to the day of actual work being performed (refer to OCIP Enrollment procedures provided by the OCIP Administrator for more assistance, or contact Fulton County's designated Representative.)

(a) Worker's Compensation

Each Accident	GA Statutory Limits
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000
Employers Liability	\$1,000,000

General Liability

Bodily Injury/Property Damage	\$1,000,000
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000

Automobile Liability

Bodily Injury	\$1,000,000 CLS
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Excess/Umbrella

As specified and required in the Contract

Professional Liability (if required by the specific Contract and Project)

Limit of \$1,000,000 or 10% of Contract value, whichever is greater.

Note: The Contractor shall provide and shall require all Sub-Contractors performing work under this Agreement to obtain an insurance certificate showing proof of insurance coverage conforming to the above limits, and showing FULTON COUNTY GOVERNMENT as the "Certificate Holder" and "Additional Insured" without such certificate, the Contractor and any Sub-contractor are considered NON-ENROLLED in OCIP, and cannot commence work.

The Contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

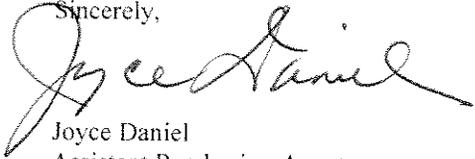
The Certificate of Insurance shall identify the Certificate Holder as:

**Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459**

The undersigned proposer acknowledges receipt of this addendum by returning (1) copy with the proposal by the RFP due date and time. Failure to include a signed copy of this addendum with your proposal documents could render your proposal non-responsive.

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

Sincerely,



Joyce Daniel  
Assistant Purchasing Agent

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NUMBER 1

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

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