



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000- 2007 Achievement of Excellence in Procurement Award  
National Purchasing Institute

Jerome Noble, Director



May 28, 2008

Re: **08RFPT227K-NH T227 Butner Road Over Camp Creek Bridge Replacement**

Dear Bidders:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced Request for Proposal **08RFPT227K-NH T227 Butner Road Over Camp Creek Bridge Replacement**.

The due date for the proposal referenced above has been changed to **Monday, June 2, 2008** at 11:00 am.

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

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

Sincerely,

Nancy Harrison,  
Assistant Purchasing Agent

See attached documents

**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 Bid due date and time on Monday, June 2, 2008

This is to acknowledge receipt of Addendum No. 1, \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Legal Name of Bidding Organization

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

\_\_\_\_\_  
Title

## Insurance and Risk Management Provisions Design Services

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 specific policies 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 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

**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
Products\Completed Operation	General Aggregate	\$2,000,000
Personal and Advertising Injury	Aggregate Limit	\$2,000,000
Fire Damage	Limits	\$1,000,000
	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. UMBRELLA LIABILITY**

(In excess of above noted coverages)      Each Occurrence                      \$1,000,000

**5. PROFESSIONAL LIABILITY**

Per Claim/Aggregate                      \$5,000,000  
(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted.)

\*\*Completed Operations: Statute of Repose for state of GA\*\*

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) 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.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as 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 Subcontractor. 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.

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.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name and Project Number.

**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: \_\_\_\_\_