



November 30, 2021

**ADDENDUM #3
RP040-21**

Construction Manager (CM) at Risk for the Construction of Gwinnett County Records Management and Emergency Management Storage Facility

Please see the following changes for the above referenced project:

DELETE Pages 88-90.

REPLACE with attached Pages 88R-90R.

The opening date has been changed from **2:50 P.M. local time on Thursday, December 2, 2021** to **2:50 P.M. local time on Monday, December 6, 2021**.

Acknowledge receipt of this addendum on Page 14 of the RFP document.

Thank You,

Chris Duncan, CPPB
Purchasing Associate III

LARGE MAJOR CONSTRUCTION INSURANCE REQUIREMENTS

(For projects more than \$5,000,000 but less than \$10,000,000)

For project over \$10,000,000 contact the Insurance Manager.

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Separate \$1,000,000 Owner's and Contractor's Protective policy with Gwinnett County Board of Commissioners **(and any applicable authority)** as **Named Insured**
 - (c) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability **(Higher limit may be required depending on the extent of contract)**
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, tunnels, culverts and railroad crossings - limit at least as broad as contract amount
6. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
8. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.