 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>Terry R. Hicks WTP Ceiling Tile Replacement</b>	
	<b>ADDENDUM # 2</b>	
	DATE	Monday, January 24, 2022
	RFB NUMBER	2021-WP-24
RFB OPENING DATE	Tuesday, February 1, 2022, at 10:00 a.m. local time	

**REVISIONS:**

- 1. Replace Division 2 Section 4 – Bid Form of the Request for Bid (RFB) documents with the revised Bid Form provided with this Addendum.**

Revision includes adding language on liquidated damages and removing lines for “Additional” items.

- 2. Replace Division 3 Section 1 – Agreement Form of the RFB documents with the revised Agreement Form provided with this Addendum.**

Revision includes adding language on liquidated damages under Paragraph 3 “Time for Completion of Project”.

**QUESTIONS:**

- 1) Does this project require General Contractors license?**

Answer: Per the RFB documents, on page 1-2.1, CCWA intends to contract with an experienced licensed contractor to perform the job; however, a general contractor’s license is not required for this project.

- 2) Does this project require permit? If so, who is responsible for permitting and the associated fees?**

Answer: No. A permit is not required.

- 3) Who is responsible for inspections and materials testing and the associated fees?**


Answer: CCWA will inspect work and materials used on job.

- 4) Any liquidated damages for this project?**

Answer: Yes. Refer to Revisions 1 and 2 above.

- 5) What’s the working hours? Any restriction that we should be aware of?**

Answer: Working hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. However, we are open to weekend work, which would need to be scheduled.

 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>Terry R. Hicks WTP Ceiling Tile Replacement</b>	
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**6) Shall all workers complete “DOCS Health Works app” every day at work?**

Answer: Yes. Health screening is required to all workers every day prior to enter any CCWA premises.

**7) What’s the budget for this project?**

Answer: The budget amount is not available at this time.

**8) Are there water and power available on site within proximity of the construction locations?**

Answer: Water and power are available.

**9) Any designated parking areas for construction personnel?**

Answer: During this project we will allow for construction personnel to park in the spots located near the building doors. There are others spots as well, we can work that out as needed.

**10) Any designated areas for dumpsters and equipment?**

Answer: Again, this can be placed in the parking spots near the building. If needed, CCWA personnel can park in the back, or in the upper parking lot.

**11) Are there any available staging areas for this project close by?**


Answer: There are locations inside the fence that would probably work best for equipment and/or materials that need to be left over night. During the workday we do not mind setting up in the front parking lot, which may be easier. We have normal chemical deliveries that must come in through the back, so we will just need to stay clear of that area.

**12) What are requirements for staging areas? If any?**

Answer: All that we require is that the area stay neat and cleaned at the end of the day.

**13) During the Site visit, we were told that temporary protection will be provided by the owner. Please confirm.**

Answer: Yes, we will have plastic to cover equipment and plywood for lift in main area floors. We will also have staff onsite to move furniture as needed.

 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>Terry R. Hicks WTP Ceiling Tile Replacement</b>	
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**14) In the bid document, Page 2-1.2, paragraph 7 says:** *“The name of the person, firm, or corporation making the bid must be printed in ink, along with the Bidder’s signature, on all separate sheets of the bid Form. If a bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the bid Form.”*

**Not all of the forms have a signature line. Would you please confirm that owner wants signatures on every page, even with no designated place for a signature?**

Answer: Bidders must complete the Bid Form in its entirety, providing all the requested information on each field of the form, and signing and dating the form where indicated. Bidders may initial all pages of the Bid Form at the bottom.

<b>Acknowledgment of receipt of this addendum must be signed and included in your submittal response.</b>	
<b>COMPANY NAME</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Revised**

Bid of \_\_\_\_\_

(Hereinafter "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_,  
doing business as \_\_\_\_\_ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "CCWA").

In compliance with the Request for Bids, Bidder hereby proposes to perform all work for **Terry R. Hicks WTP Ceiling Tile Replacement** in strict accordance with the contract documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto certifies as to the party's own organization that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders.

In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

**CONTRACT EXECUTION AND BONDS:**

The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with CCWA on the form included in the documents to perform and furnish work as specified or indicated in the documents for the contract price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the documents.

Bidder accepts the terms and conditions of the documents.

**INSURANCE:**

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverage.

## **Division 2**

## **Bid Requirements**

### **Section 4: Bid Form – Revised**

#### CONTRACT TIME:

Bidder hereby agrees to commence work within fourteen (14) calendar days under this contract, or on a date to be specified in the Notice to Proceed. The total time for the Bidder to complete this project shall not exceed ninety-one (91) calendar days. **The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$100.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.**

#### PAYMENT TERMS:

Payment terms are net 30 days after approval of completed work and receipt of a detailed payment application.

#### RETAINAGE:

Bidder accepts the provisions in the Agreement Form as to retainage.

#### ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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#### SURETY:

The project work will require Performance and Payment Bonds prior to the commencement of the work. Such work shall not commence until approval of such bonds has been given by CCWA.

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Revised**

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this contract document the work for the amount as shown on the following Bid Form:

The Contractor proposes to furnish all services, labor and materials required by them in accordance with the specifications for the sum of: \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_),  
which amount will be used for bid evaluation purposes.

**Submitted by:**

\_\_\_\_\_  
(COMPANY NAME OF BIDDER)

\_\_\_\_\_  
(DATE)

**Is the Bidder a CCWA certified SLBE?**

YES

NO

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

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Revised**

I have read and understand the requirements of this request for bid and agree to provide the required goods and services in accordance with the RFB documents.

**Submitted by:**

\_\_\_\_\_  
(COMPANY NAME OF BIDDER)

\_\_\_\_\_  
By: (OFFICER NAME)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(COMPANY ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

DATE: \_\_\_\_\_

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form – Revised**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**AGREEMENT FOR SINGLE PURCHASE  
OF GOODS AND SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, for **Terry R. Hicks WTP Ceiling Tile Replacement**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and \_\_\_\_\_ (hereinafter "the Contractor"), witnesseth:

**WHEREAS** the Authority is contracting with the Contractor for the provision of certain goods and services described below for the term specified herein;

**NOW THEREFORE**, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the goods and services to the Authority in such quantities as the Authority requires for **Terry R. Hicks WTP Ceiling Tile Replacement**, as described in the Request for Bid dated December 2021.
2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated \_\_\_\_\_, a copy of which is attached and incorporated into this contract. The Contractor shall be paid for items of work as noted:

**Lump Sum Work**

Payment for Lump Sum work shall cover all work specified or shown in the Contract Documents and shall be compensation in full for furnishing all supervision, labor, equipment and materials to complete the work.

Once the work commences the Authority shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15<sup>th</sup> day of the month. Each Application for Payment must be submitted to Authority on or before the 20<sup>th</sup> day of each month in such form and manner, and with such supporting data and content as the Authority may require. Per Georgia Code Section 13-10-2, Authority will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to the Authority. If after reaching the 50% completion of the value of the contract, the Authority's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level



## Division 3

## Contract Forms

### Section 1: Agreement Form – Revised

of 10%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fourteen (14) calendar days under this contract, or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed ninety-one (91) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$100.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to Authority.
5. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of Authority concerning latent defects shall exist indefinitely and shall not be affected in any way by any terms and conditions of this Agreement, including

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form – Revised**

this clause. Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" in the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse Authority for all costs and expenses incurred by Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

6. **INSPECTION:** The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or

## Division 3

## Contract Forms

### Section 1: Agreement Form – Revised

payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

7. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
8. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form – Revised**

10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.
11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form – Revised**

with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the “WARRANTY” paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.

## Division 3

## Contract Forms

### Section 1: Agreement Form – Revised

- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
13. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
14. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
15. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
16. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.
17. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

**SIGNATURES ON NEXT PAGE**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form – Revised**

**IN WITNESS WHEREOF** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: General Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Corporate Seal]*

*[Corporate Seal]*

## Division 3

## Contract Forms

### Section 1: Agreement Form – Revised

#### RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the Authority's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### CONTRACTS FOR UP TO \$50,000

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### CONTRACTS FOR MORE THAN \$50,000

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.



**Division 3**

**Contract Forms**

**Section 1: Agreement Form – Revised**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

**Owner's Protective Liability** – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

**END OF SECTION**