



REQUEST FOR PROPOSAL # 2017-003
Compensation and Classification Study

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ADDENDUM No. 1

ISSUE DATE: September 13, 2016

Responding offerors on this project are hereby notified that this Addendum shall be made a part of the above named RFP document.

The following items add to, modify, and/or clarify the RFP documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the offeror in the RFP document.

1. ADD: Section 8 – Insurance and Indemnification language listed below to this RFP document.

Section 8 – Insurance and Indemnification

At Awarded Bidder/Proposer’s (hereafter “Contractor”) sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

- A. **WORKERS’ COMPENSATION**
Statutory limits covering all employees, including Employer’s Liability with limits of:

| | |
|-----------|-------------------------|
| \$500,000 | Each Accident |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit |

- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.

| | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Personal and Advertising Injury Limit |
| \$5,000 | Medical Expense Limit |

- C. **PROFESSIONAL LIABILITY**

| | |
|-------------|----------------|
| \$1,000,000 | Per Occurrence |
|-------------|----------------|

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor’s General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Union County's Risk Manager, at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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