

**REQUEST FOR PROPOSALS  
INSURANCE BROKER  
NOTICE OF REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the New Hanover County (hereinafter referred to as "COUNTY") is requesting proposals Insurance Broker. COUNTY will receive such proposals in the office of and addressed to:

New Hanover County  
C/O New Hanover County Finance Department  
230 Government Center Drive Suite 165  
Wilmington, N.C. 28403

ATTENTION: Lena Butler, Purchasing Supervisor  
SEVEN (7) COPIES OF THE PROPOSAL WILL BE REQUIRED AND RECEIVED  
UP TO THE HOUR OF 3:00 P.M., FRIDAY, FEBRUARY 23, 2018

Copies of the Insurance Broker Request for Proposal Document are available from the COUNTY website at [www.nhcgov.com](http://www.nhcgov.com) on the Purchasing and Solicitation Page under the Finance Department or by contacting the Purchasing Department at (910) 798-7190. To receive any addendum you must be registered with Lena Butler, Purchasing Supervisor at [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com).

**All questionnaires and declaration forms must be properly executed and submitted as part of the proposal. The COUNTY reserves the right to reject any or all proposals.  
At this time, you are not authorized to contact any insurance markets on the COUNTY's behalf.  
Failure to comply with this request will disqualify your firm.**

Lena Butler  
Purchasing Supervisor

**REQUEST FOR PROPOSAL  
INSURANCE BROKER  
SCOPE OF SERVICES & PROPOSAL**

1. Purpose

New Hanover County is requesting proposals from qualified insurance brokers that are familiar with Public Entities to assist in managing its Property and Casualty Insurance Program.

2. Background

New Hanover County, established in 1729, is located in the tidewater section of Southeastern North Carolina. It is set between the Atlantic Ocean and the Cape Fear River. The surrounding terrain is low lying, with an average elevation of less than 40 feet and the highest elevation approximately 75 feet above sea level. The County is the second smallest in the state with land area totaling approximately 192 square miles, and the most densely populated with a population of approximately 223,000. The City of Wilmington, the County seat and the largest city, is centrally located in the County. Other incorporated municipalities in the County are Wrightsville Beach, Carolina Beach and Kure Beach.

The County utilizes a County Manager form of government with five Commissioners who serve four year staggered terms. The Chairman is elected by the Commissioners each year for a one-year term. The County Manager, County Attorney, and the Clerk to the Board are appointed by, and serve at the pleasure of the County Commissioners. Commissioners hold policy-making and legislative authority. They are also responsible for adopting the annual budget. The County Manager is the chief executive officer and prepares and recommends the annual budget in addition to being responsible for implementing policies, managing daily operations and appointing the department heads.

The County provides its citizens with a wide range of services including human services, public safety, economic and physical development, culture and recreation and environmental protection. However, the majority of the annual budget consists of public safety, human services and education expenditures. The County also extends financial support to certain agencies and commissions to assist their efforts in serving citizens.

3. Broker Qualifications:

COUNTY requires a North Carolina licensed Broker that is independent and is not affiliated with any insurance company, third party administrative agency or provider network. The brokerage firm must have at least 5 years of experience in providing brokerage service in the public sector arena.

#### 4. Scope of Service

The COUNTY reserves the right to reject any and all proposals. The Broker shall at a minimum provide the following services:

##### **Property & Casualty Program:**

- Broker shall market Bonds, Auto Liability & Physical Damage, Employment Practices Liability, Fine Arts Inland Marine, General Liability, Liquor Liability, Inland Marine, Law Enforcement Legal Liability, Public Officials Liability, Umbrella Liability, Property, Crime, Ocean Marine (P&I, Hull & Pollution), Volunteer Accident and Excess Workers' Compensation.
- Broker shall provide pre-marketing, marketing and claims related services. Please include in proposal a detailed list of services covered under each and any other service included in the fee for services.
- Insurance proposals should be submitted by May 1st of each year for the COUNTY's review, with the exception of 2018 that has a due date of June 1st.
- Proposals should only be submitted from insurance providers with at least a 5-year history of providing municipal/public entity insurance coverage. The insurance company's A.M. Best rating should be a factor. The COUNTY has no desire to serve as a test market for new companies.
- Make recommendations as to which carrier(s) provide insurance which is in the best interest of the COUNTY.
- Negotiate with insurance providers.
- Perform claims control function upon request.
- Notify COUNTY promptly of any changes in the status of the insuring company, changes in the financial condition, changes in policy working and premiums.
- Be available to meet with COUNTY management as needed.

#### 5. Broker Compensation

The broker's only compensation will be derived from the COUNTY. The Broker shall not take commissions or other methods of payments from insurance companies. Please provide a flat fee with the services it covers and how it is derived. Please also include any additional services that would be an additional cost over the flat fee.

The following chart of policies may be useful in calculating your proposed fee:

| Coverage                                | 2017-2018 Actual Premiums |
|---|---------------------------|
| Bonds:                                  |                           |
| Chief Financial Officer, Tax Collector  | \$ 1,313.00               |
| Register of Deeds                       | \$ 123.00                 |
| Sheriff                                 | \$ 407.00                 |
| Commercial Package Policy:              |                           |
| Automobile Liab/Phys. Damage            | \$ 179,216.00             |
| Employment Practices Liability          | \$ 60,769.00              |
| General Liability/Liquor                | \$ 80,923.00              |
| Law Enforcement Liability               | \$ 297,634.00             |
| Public Officials Liability              | \$ 44,616.00              |
| Umbrella (Excess) Liability             | \$ 64,550.00              |
| Cyber Liability                         | \$ 8,507.00               |
| Crime                                   | \$ 9,868.00               |
| Flood-Airlie                            | \$ 4,633.00               |
| Museum & Library Fine Arts              | \$ 7,145.00               |
| Ocean Marine                            | \$ 51,219.00              |
| Professional Liability- Health Dept.    | \$ 24,352.00              |
| Professional Liability-CJS              | \$ 5,616.00               |
| Property                                | \$ 574,582.00             |
| Fire Services Package:                  |                           |
| Automobile Liab/Phys. Damage            | \$ 25,020.00              |
| General Liability/Eqpt/Pollution/Marine | \$ 4,514.00               |
| Property                                | \$ 31,907.00              |
| Umbrella (Excess) Liability             | \$ 2,408.00               |
| Fire services Accident & Sickness       | \$ 15,741.00              |
| Volunteer Accident                      | \$ 3,279.00               |
| Workers Compensation Excess             | \$ 173,686.00             |
| <b>Totals</b>                           | <b>\$ 1,672,028.00</b>    |

## 6. Projected Timetable

|                   |  |
|-------------------|--|
| January 31, 2018  | RFP Issued and advertised  |
| February 9, 2018  | Deadline for questions. All questions must be submitted in writing by 5:00 pm on Friday February 9, 2018 |
| February 16, 2018 | Questions will be answered in writing by 5:00 pm on Friday, February 16, 2018                            |
| February 23, 2018 | Due Date for Proposal. Proposal must be received by 3:00 pm on Friday, February 23, 2018                 |
| March 5-9, 2018   | Selection committee selects proposal for recommendation and possible interviews                          |
| June 1, 2018      | Insurance Quotes Submitted   |
| June 1, 2018      | Contract finalized and signed  |

## 7. Proposal Submittal Requirements

The following should be included in your Proposal. 1 original and 6 copies for a total of 7 proposals shall be submitted.

Complete Attachment A – Broker Questionnaire with signed declaration.

Compensation Fee

## 8. Evaluation Criteria

The evaluation of the proposals will be based on:

- a. Completeness and quality of proposal
- b. Past performance with similar projects for public entity
- c. Specialized municipal experience
- d. Ability of the broker and its staff and its accessibility, experience and flexibility
- e. Proposer's stated method of providing the necessary services and understanding of the range of services being requested.
- f. Total Cost
- g. Client references, financial viability and demonstrated success

#### h. Training Capabilities

A selection committee comprised of the Risk Management Advisory Committee and a selection of COUNTY staff employees will make the selection.

The selection committee, at its option, may require a presentation from up to three brokers. This presentation would encompass an overview of the broker services proposed and a question and answer period to clarify any questions by the committee. At least three (3) days notice will be provided to each offeror if requested. Brokers are cautioned that the COUNTY is not required to request clarifications; therefore, all proposals should be complete and reflect the most favorable terms available from the broker.

#### 9. Form of Submission

The COUNTY will receive proposals in the office of and addressed to:

New Hanover County Finance Department  
230 Government Center Drive, Suite 165  
Wilmington, N.C. 28403

ATTENTION: Lena Butler, Purchasing Supervisor

SEVEN (7) COPIES OF THE PROPOSAL WILL BE RECEIVED  
UP TO THE HOUR OF 3:00 P.M., FRIDAY, FEBRUARY 23, 2018

The proposal can be delivered via U.S. Postal Service, Commercial Carrier or by Hand.

Late proposals will not be accepted. Proposals shall be valid for 60 days.

All question shall be in writing to the attention of Lena Butler, [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com). All questions will be gathered and an addendum will be posted by February 16, 2018.

#### 10. Terms and Conditions

**a) No Broker may approach any market without the COUNTY's expressed authority.**

b) Submission of a proposal indicates acceptance by the agency of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the COUNTY and the agency selected.

c) The COUNTY reserves the right without prejudice to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, to accept or reject any item or combination of items, and to request additional clarification of proposals.

d) All proposals received become the property of the COUNTY and information included therein or attached thereto, shall become public record upon their delivery to the COUNTY. Any information deemed by the bidding agency to be protected as a trade secret shall be submitted separately in a sealed envelope along with a statement supporting this assertion.

e) Any and all costs associated with the preparation of a response to this request are the responsibility of the proposer, and are not to be passed on to the COUNTY.

f) Any information, data, instruments, documents, studies or reports given to or prepared or assembled for the broker under this agreement shall be kept confidential and not divulged, made available, sold, or used for advertisement to any individual, organization, or company without prior written approval of the COUNTY.

g) By submitting an executed proposal the signer certifies that this proposal is submitted competitively and without collusion, that none of the officers, directors, or owners of an unincorporated business entity has been convicted of any violations of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934.

h) This RFP can only be changed by written addendums. Any oral comments by anyone shall have no effect on these instructions and specifications. If a bidder knows of or should have known of an error in the RFP, but fails to notify the COUNTY of the error, the bidder shall bid at its own risk and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

i) Broker understands and acknowledges that the COUNTY is a political subdivision of the State of North Carolina. The COUNTY prohibits any of its officials or employees from accepting any personal gift, favor, or thing of value that may tend to influence that employee in the discharge of duties. With this understanding, Broker agrees not to take any action which creates a situation, which would or which could appear, to result in a conflict of interest and violation of this prohibition.

j) Please see draft service agreement for additional Terms & Conditions

11. **Inquiries**. All questions and requests for clarification concerning this RFP shall be made in writing to Lena Butler, Purchasing Supervisor [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com), no later than February 9, 2018.

**Questionnaire & Required Documents**

THE FOLLOWING FORMS SHOULD BE COMPLETED AND RETURNED WITH PROPOSAL. ATTACH ADDITIONAL SHEETS AS REQUESTED.

**A. Business Information**

1. Name of Firm (exactly as it is to appear on the agreement):

\_\_\_\_\_

2. Servicing Office Address:

\_\_\_\_\_

3. Telephone Number: \_\_\_\_\_

4. Email Address \_\_\_\_\_

5. Contact Person/Title: \_\_\_\_\_

6. Insurance Broker License Date: \_\_\_\_\_

7. Tax ID #: \_\_\_\_\_

8. Form of Business Entity (circle one):

- Corporation
- Partnership
- Joint Venture
- Individual

9. Total Staff \_\_\_\_\_

10. Professionals \_\_\_\_\_

11. Total Annual Premiums Written (\$000's) \_\_\_\_\_ Year \_\_\_\_\_

12. Total Annual Premiums Written (\$000's) for Public Entity \_\_\_\_\_ Year \_\_\_\_\_

13. Is your organization, functionally or practically, tied to any insurer or in any manner precluded from using a particular insurer? (briefly describe)

\_\_\_\_\_

14. Describe your contractual relationships, if any, with organizations necessary to your proposal's implementation (i.e. actuarial services, data information services).

\_\_\_\_\_

15. What is your median client size? \_\_\_\_\_

**B. Experience**

1. Provide the number of years engaged in the insurance brokerage business: \_\_\_\_\_

2. Provide the number of years engaged in the public sector insurance brokerage business: \_\_\_\_\_

3. Number of years individual assigned to this proposed contract engaged in the public sector insurance Brokerage business: \_\_\_\_\_

4. How many public sector clients do you have? \_\_\_\_\_

5. What is the population of your largest county government client? \_\_\_\_\_

6. How many overall clients do you have? \_\_\_\_\_

7. Describe your firm's experience with public entities on a nation-wide basis.

\_\_\_\_\_



**C. Specific Experience**

1. List current municipal clients and services provided/types of coverage's specifically Public Entity Bonds, Automobile, Employment Practices Liability, General Liability, Inland Marine, Law Enforcement Legal Liability, Public Officials Liability, Umbrella Liability, Property, Flood, Crime, Volunteer Accident, Cyber Liability and Excess Workers' Compensation, placed by the servicing office that will service the COUNTY's account, if successful (do not list clients that are not direct clients of the proposed servicing office):

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2. List current county government clients and services provided for Ocean Marine (Protection & Indemnity and Hull), placed by the servicing office that will service the COUNTY's account, if successful (do not list clients that are not direct clients of the proposed servicing office):

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3. Who will manage/service this account? Please list all municipalities and public entities this person (s) has directly serviced:

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4. References – Please provide these on a separate attachment  
Please provide a list of four verifiable client references of similar scope and industry for the property and casualty program, all of whom are able to comment on your organization's relevant experience. This list should include at least three active client references that are similar in nature and size to COUNTY, and one reference from a former client. Please include company name, contact name, telephone number and size of company's workforce as well as services provided. It is the vendor's responsibility to provide valid reference information and COUNTY reserves the right to use reference check in its evaluations of proposals.

**D. Qualifications**

1. Confirm that you are a licensed broker in North Carolina and provide documentation. Confirm that you serve as a broker, independently, and are not affiliated with any insurance company, third party administrative agency or provider network.

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2. Please provide the most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.

3. Describe the account set up you would use to service the COUNTY's account. Provide a brief resume of qualifications and experience for the personnel and their backup who will be servicing the COUNTY's account. Include professional qualifications, educational background (also indicating current and historical account responsibilities), and specific county government experience. If your servicing plans include the use of personnel other than the identified servicing location, describe the method or internal set-up that assures your servicing office clients are well serviced.

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4. Describe your firm's servicing and technical capabilities. Provide a general background of your company as it relates to the line of coverage for which the COUNTY is seeking a proposal. Describe any special expertise your firm has in providing insurance to county government.

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5. Describe any impending changes in your organization that could impact the delivery of services.

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6. What is your average response time to questions posed from your clients? How do you handle follow up to outstanding items?

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7. How does your firm develop your insurance/risk management professionals (i.e., do you have any in-house training program, on-the-job training, etc.)?

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8. Provide your suggestions for developing a reliable, viable, working relationship with the COUNTY. What do you view as the role of each of the following parties: your organization, New Hanover County Risk Management, the COUNTY and the carrier? Please be brief and concise.

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9. What techniques will you use to assist us in developing current risk exposure information? Can your staff conduct or arrange facility inspections? What services do you expect to be provided by the insurance carriers and how do you plan to monitor these services?

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10. In what way do you insure that each policy is being properly serviced, and how would follow up and control the service standard on the COUNTY's account?

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11. Describe in schematic form your “ideal” method of handling yearly renewals/selection of new vendors. Please start at the data collection phase and continue through the entire process, key on the role of each party, timing of events, and the necessary coordination of the parties.

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12. How will you assist with the management of insurance, including preparation of claims activity reports from carriers; executive summary reports; underwriting analysis for annual renewals; annual financial projections for budgeting purposes analysis?

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13. Describe your organization’s method of keeping abreast of insurance market changes including coverage, rates, business philosophy, availability, legal constraints, and solvency (security of company). Describe your organization’s method of apprising clients of these same changes.

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14. Specifically address what you have done to reduce insurance costs for clients.

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15. Provide details of seminars, presentations or webinars you have provided to your public entity clients in the last three years. Please also include your role in the presentations (instructor, organizer, etc.).

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16. Provide details of seminars or presentations you have taught at any conferences in the last three years.

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17. State any other facts and information you feel are pertinent to the selection process as they relate to your firm.

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18. List any additional service options your company can provide, not already requested, and along with the fee required for these services.

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**E. Carrier Information**

1. Provide the following carrier information:

a) List the three P&C carriers with whom you have placed the greatest percent of your public entity P&C business during the previous 24 months.

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b) List three P&C carriers that you have accepted proposals from, but have not placed any public entity P&C business with during the previous 24 months.

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c) List three P&C carriers admitted in North Carolina that you most desire to solicit large DED / SIR insurance proposals for those insurance coverages previously outlined. The COUNTY appreciates the fact one carrier may not offer all lines of coverage being desired. Please include your plan as to how you would recommend the coverages be marketed.

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d) List three TPAs you would recommend to administer claims services if the COUNTY were to move to a large SIR program.

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e) Describe your access to excess and surplus line markets.

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**F. Broker Insurance**

1. Do you carry professional liability insurance to protect against errors and omissions?

Yes No Limits: \_\_\_\_\_

2. Will you provide a certificate of insurance for the COUNTY if successful in obtaining this account?

Yes No

**5. PROPOSER’S DECLARATION**

PROPOSER UNDERSTANDS, AGREES AND WARRANTS:

That Proposer has carefully read and fully understands the information contained in this Request for Proposal;

That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;

That this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the time and date set for acceptance of proposals by COUNTY;

Any proposal received after the time and date specified as deadline for submission of proposals will not be considered;

That all information contained in the Proposal is true and correct to the best of Proposer’s knowledge;

That Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal;

That the COUNTY reserves the right to reject any and all Proposals and to accept that Proposal which will, in its opinion, provide the best level of service to the COUNTY;

That by submission of this Proposal, the Proposer acknowledges that the COUNTY has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer and Proposer hereby grants the COUNTY approval to make said inquiries;

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

Title of Authorized Representative: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary

My Commission expires: \_\_\_\_\_

## 6. SAMPLE CONTRACT

### NORTH CAROLINA

### PROFESSIONAL SERVICES CONTRACT

### NEW HANOVER COUNTY

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereto referred to "County"; and \_\_\_\_\_, hereinafter referred to as "Contractor."

### WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. **Performance.** County shall hire Contractor to provide insurance broker services as more fully described in the Request for Proposals attached hereto and incorporated herein as Exhibit "A."
2. **Payment.** County hereby agrees to pay to the Contractor a sum not to \_\_\_\_\_ Dollars. Payment is contingent upon a final County inspection and acceptance of work.
3. **Time of Performance.** Contractor shall begin work on Notice to Proceed and continue through midnight on June 30, 2021.
4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
5. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and sub-contractors.
6. **Independent Contractor.** The parties hereto mutually agree that Contractor is an independent Contractor and not an agent of County, and as such, Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

## 7. Minimum Scope and Limits of Insurance.

### 7.1 Commercial General Liability

7.1.1 Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000

each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured Contract (including the tort liability of another assumed in a business Contract).

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to

7.1.4 Contractor’s Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor’s insurance.

## 7.2 Workers’ Compensation and Employer’s Liability

7.2.1 Contractor shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

7.2.2 The Employer’s Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and \$500,000 policy limit.

7.3 Business Auto Liability 7.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor’s Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor’s insurance.

## 7.4 Professional Liability Insurance

7.4.1 Contractor shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of Contractor's services as defined in this Contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

7.4.2 If coverage in this Contract is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Contract is complete.

7.5 Deductibles and Self-Insured Retentions. Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

#### 7.6 Miscellaneous Insurance Provisions

7.6.1 The policies are to contain, or be endorsed to contain, the following provisions:

7.6.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.6.3 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### 7.7 Acceptability of Insurers

7.7.1 Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

#### 7.8 Evidence of Insurance

7.8.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.9 Sub-Contractors. Contractor shall include all sub-Contractors as insureds under its policies or shall furnish separate certificates for each sub-Contractor. All coverage for sub-Contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent Contractors' coverage, and Contractor shall be responsible for assuring that all sub-Contractors are properly insured.



7.10 Conditions.

7.10.1 The insurance required for this Contract must be on forms acceptable to County.

7.10.2 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.10.3 Contractor shall promptly notify the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.4 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

7.10.5 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.10.6 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

**8. Standard Of Care.** Contractor shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this Contract at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by Contractor shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.

**9. Default and Termination.** If Contractor fails to prosecute the work with such diligence as will insure its completion within the Contract time, or if Contractor breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default.

**10. Entire Contract.** This Contract constitutes the understanding of the parties.

**11. Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause upon thirty (30) days prior written notice. Upon receipt of notice, Contractor shall immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Contract.

**12. Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the

continuance of this Contract, cancellation shall be accepted by Contractor upon thirty (30) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

**13. Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

**14. Further Actions.** The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.

**15. Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

**16. No Construction Against Drafter.** This Contract has been negotiated and drafted by both parties, so if an ambiguity or a question of intent or interpretation arises, this Contract is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Contract.

**17. Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:  
New Hanover County Risk Management  
Attn: Jennifer Stancil, Risk Manager  
230 Government Center Drive, Ste. 125-A  
Wilmington, NC 28403

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

**19. Contract Under Seal.** The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties hereto affix their seals and have caused this Contract to be executed on the day and year first above written and by authority duly given.

NEW HANOVER COUNTY

[SEAL] \_\_\_\_\_

\_\_\_\_ County Manager  
ATTEST:

\_\_\_\_\_  
Clerk to the Board  
CONTRACTOR

\_\_\_\_\_  
(SEAL)  
Title \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Approved as to form:

\_\_\_\_\_  
County Finance Director County Attorney  
NORTH CAROLINA  
NEW HANOVER COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Kymberleigh Crowell acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its \_\_\_\_\_ Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

NORTH CAROLINA  
NEW HANOVER COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_, came before me this day and acknowledged that (s)he is Secretary of \_\_\_\_\_ a \_\_\_\_\_ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name as its President, sealed with its corporate seal and attested by him/herself as its Secretary.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_