



ESSEX COUNTY

OFFICE OF THE MANAGER

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Daniel L. Palmer
County Manager

Linda M. Wolf
Purchasing Agent

TO: All Bidders

FROM: Linda Wolf, CPA, Purchasing Agent

DATE: November 6, 2015

SUBJECT: Addendum #2 PETRO DAM REMOVAL

This Addendum, issued to bid document holders of record, indicates changes to the bid documents for the *PETRO DAM REMOVAL* Bid Opening November 10, 2015.

**Please replace Appendix D,
Exhibit C Insurance Requirements – Public Works Contractors
with the attached.**

END OF ADDENDUM # 2

EXHIBIT C

INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- **Owners & Contractors Protective Liability Insurance**
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a named insured on the Owners & Contractors Protective Liability Insurance Policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

X. The following shall be listed as additional insured:

- (a) Essex County Soil and Water Conservation, PO Box 407, 3 Sisco Street, Westport, NY 12993
- (b) AES Northeast, PLLC, 10-12 City Hall Place, Plattsburgh, NY 12901
- (c) William Petro, 58 Forge Hollow Road, Port Henry, NY 12974