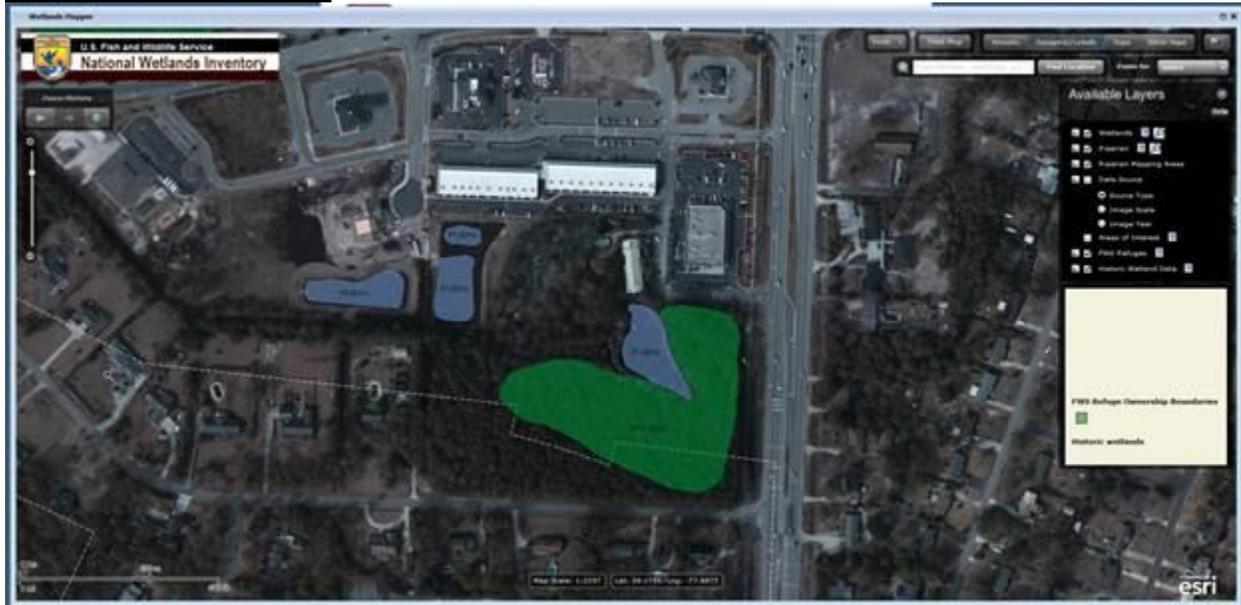


Thank you all for your interest in our upcoming project. I have received the following questions from interested firms. Please see the questions below with the answers in blue text.

1. The Future Myrtle Grove Branch section of the RFQ (Page 12 of 28) provides this goal:
 - Incorporate **adjacent rare and environmentally sensitive wetland habitat** as an educational and interactive component.

GIS shows that the adjacent wetland habitat is located on privately owned land, not county property. (See green and blue areas on map below) Is the intent to purchase or otherwise access and control the preservation and development of the wetland habitat? Or perhaps the land records and GIS information is out of date? **You are correct the wetland habitat is located on adjacent privately held property. This goal is in anticipation that we will be able to partner with the owner to ensure the preservation and use it as an educational opportunity.**

Map of adjacent wetland



2. Would you like us to include a cost estimation consultant in our proposal?

Yes if your firm is selected we would then ask for proposals which would definitely include cost estimation. However for the RFQ we are only looking at the qualifications of the candidates so no actual proposals will be considered during this process.

3. The insurance requirements listed in the RFQ are higher than we typically see required; is this correct? **No it is incorrect. An error was discovered in the draft insurance requirements. Please see the attached for the correct insurance limitations.**

RFQ 16-0303 Myrtle Grove Library -

Insurance Requirements

A. Commercial General Liability

1. Vendor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$5,000,000 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.
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).
3. New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 & CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the vendor and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to New Hanover County, its officers, officials, agents, and employees.
4. The vendor's Commercial General Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor's insurance.

B. Workers' Compensation and Employer's Liability

1. Vendor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.
3. The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, and employees for losses arising from work performed by the contractor for the New Hanover County.

C. Business Auto Liability

1. Vendor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
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.
4. The vendor's Business Auto Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor's insurance.

D. Professional Liability Insurance

1. Contractor shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the 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 the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$ 5,000,000 per loss.
2. If coverage required in paragraph 1. above is written on a claims-made basis, the 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 2 years beginning from the time that work under the contract is complete.