

## **CONTRACT AMENDMENT**

by and between

**CUYAHOGA COUNTY, OHIO**

and

**PROMEGA CORPORATION**

THIS CONTRACT AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Cuyahoga County, Ohio ("the County"), on behalf of the Cuyahoga County Medical Examiner's Office and Promega Corporation, a corporation with principal offices located at 2800 Woods Hollow Road, Madison, Wisconsin 53711 (hereinafter the "Provider"), incorporates the following into County Resolution BC2013-55, CE1300174-01 on Requisition number RQ CR-13-25321 to provide an additional \$113,255.40 for consumables for Power Plex Genetic Analyzer to the Medical Examiner's Office for the extended period of March 1<sup>st</sup>, 2013 – December 31<sup>st</sup>, 2015.

### **ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY:**

By entering into this Contract Amendment, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

### **ADDITIONAL FUNDS:**

The total funds are to be increased from \$224,000 to \$337,255.40, for an increase of \$113,255.40 for the term of this Contract.

### **TERM:**

The term of this Contract was March 1<sup>st</sup>, 2013 to February 28<sup>th</sup>, 2015 and will be extended from March 1<sup>st</sup>, 2013 to December 31<sup>st</sup>, 2015.

### **COMPENSATION; METHOD OF PAYMENT:**

The Provider has the right to negotiate pricing on an annual basis and the County shall pay the Provider an amount not-to-exceed \$337,255.40.

### **INSURANCE:**

- A. The Provider shall procure, maintain, and pay premiums for the following forms of insurance:

- (i) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

Worker's Compensation Insurance as required by the various state and Federal laws as applicable, including Employers' Liability coverage, shall have limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

- (ii) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- (iii) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office

(ISO) form or its equivalent.

- (iv) Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of professional services with a limit of liability not less than:

\$1,000,000 per claim;

\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis.

However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

#### B. Mandatory Requirements for All Insurance Coverage

- (a) The insurance policies of the Provider required above with the exception of Workers Compensation Insurance and Errors & Omissions shall each name the "County of Cuyahoga, Ohio" as an Additional Insured and shall contain the following provisions:
  - (i) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
  - (ii) The insurance required above shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
- (c) These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.

(d) The Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverage's and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

The Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverage's required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

All remaining terms and conditions of the original Contract shall remain in effect.

IN WITNESS WHEREOF, the COUNTY, and PROMEGA CORPORATION have executed this AMENDMENT to the Contract.

PROMEGA CORPORATION

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

BY: Shawn Sheridan  
Promega Corporation

BY: Ed FitzGerald/apc  
Edward FitzGerald, County Executive  
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