

October 21, 2009

NOTICE TO CONTRACTORS
FOR CONSTRUCTION OF

**CENTRAL DISPOSAL SITE
HOUSEHOLD HAZARDOUS
WASTE FACILITY EXPANSION**

AGENCY PROJECT NO. #6180

ADDENDUM NO. 2

1. Change to the Specifications:

The language in Section 00202, INSURANCE REQUIREMENTS, has been changed. Insurance Requirements, has been updated in your Special Provisions.

2. Correction to Addendum No. 1:

Change COUNTY PROJECT NO. #6180 to AGENCY PROJECT NO. #6180.

3. Instruction to Bidders, Section 00100, Page 3 of 10, Subsection 2.2 change to: "2.2 Bids are required for the entire work called for in the Contract Documents attached hereto. The Base Bid is the sum stated in the Bid Form for which the Bidder offers to perform the work described in the Contract Documents. A Unit Price, if any, is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the proposed Contract Documents."

Please fill out the Addendum Acknowledgement sheet on page 1 of 3 of the Bid Form verifying your receipt of this Addendum and submit with your bid.



Lisa Steinman, Project Manager

Attachments (1)

INSURANCE REQUIREMENTS

The successful bidder will be required to forward a copy of its insurance certificates (requirements contained in Section 500, Agreement Form, Paragraph 7) to the Sonoma County Waste Management Agency, 2300 County Center Drive, Suite B-100, Santa Rosa, CA 95403, Attn: Lisa Steinman, Waste Management Specialists, prior to execution of the Agreement.

The Contractor shall obtain insurance acceptable to Agency in a company or companies acceptable to the Agency. The required documentation of such insurance shall be furnished to the Agency at the time the Contractor returns the executed contract. The proper insurance shall be provided within eight (8) days, not including Saturdays, Sundays, and legal holidays, after the bidder has received the notice that the contract has been awarded and prior to the Agency executing the contract and issuing a notice to proceed. The Contractor shall not commence work nor shall the Contractor allow his employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below:

A. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California with employer's liability limits no less than \$1,000,000 per accident for all covered losses. Said policy shall be endorsed with the following specific language:

1. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Waste Management Agency.

Contractor agrees to waive its statutory immunity under the workers' compensation statute or similar statute, in relation to Agency.

B. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000 combined single limit for each occurrence and no less than \$2,000,000 general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. The Sonoma County Waste Management Agency, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.
2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

3. The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.
 4. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Waste Management Agency.
 5. This policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following: (1) explosion, collapse, underground hazards, or removal of lateral support; (2) products and completed operations; (3) pollution liability; and (4) contractual liability.
 6. Coverage shall be applicable to the Sonoma County Waste Management Agency for injury to employees of: contractors, subcontractors or others involved in the project.
- C. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:
1. The Sonoma County Waste Management Agency, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.
 2. The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.
 3. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Waste Management Agency.
- D. Environmental impairment liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence.
1. The Sonoma County Waste Management Agency, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.
 2. The policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required.

3. The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.
 4. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Waste Management Agency.
- E. Course of Construction insurance shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) the Sonoma County Waste Management Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against the Sonoma County Waste Management Agency.

F. Documentation

The following documentation shall be submitted to the Sonoma County Waste Management Agency:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this contract.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of contract.
3. Upon Agency's written request, certified copies of insurance policies. Said copies of insurance policies shall be submitted within thirty (30) days of Agency's request.
4. After the Contract has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

G. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements. These insurance requirements and the requirements contained in Section 500, Agreement Form, Paragraph 7, are intended to be separate and distinct from any other provision in this contract and are intended by the parties to be interpreted as such.

H. Subrogation

1. Any waiver of subrogation, express or implied, on the part of the Agency to any party involved in this contract or related documents applies only to the extent of insurance proceeds actually paid. Agency, having required that it be named as an additional insured to all insurance coverage herein, expressly retains the right to

subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against Agency regardless of the applicability of any insurance proceeds.

2. All insurance coverage maintained or procured by Contractor or required or others by Contractor pursuant to this contract shall be endorsed to delete the subrogation condition as to Agency, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

I. Material Breach

If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. Agency, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to the Agency. Contractor acknowledges and agrees that any actual or alleged failure on the part of Agency to inform Contractor of non-compliance with any insurance requirements in no way imposes any additional obligations on Agency, nor does it waive any rights hereunder in this or any other regard.

J. Right to Revise Requirements

All coverage types and limits required are subject to approval, modification and additional requirements by Agency, as the need arises. Contractor shall not make any reductions in scope of coverage that may affect Agency's protection without Agency's prior written consent. Agency reserves the right at any time during the term of this contract to change the amounts and types of insurance required by giving Contractor ninety (90) days' advance written notice of such change.

K. Subcontractors

Contractor shall require all subcontractors or other parties hired for this project to provide the same insurance as required of Contractor unless otherwise agreed by Agency. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.