

**MONTECITO GROUNDWATER SUSTAINABILITY AGENCY**

March 4, 2021

**ADDENDUM NO. 2**

TO REQUEST FOR PROPOSALS

**Groundwater Well Inspection and Equipment Installation Services**

DATED March 1, 2021

Notice is hereby given to bidders that this addendum is issued to inform bidders of Insurance requirements of the Agency for all Tasks within the RFP.

**ADDENDUM 2**

**Exhibit A**

**Insurance Requirements**

As used herein, the term “Contractor” shall include any individual and/or entity required to obtain insurance pursuant to the RFP – Groundwater Well Inspection and Equipment Installation Services which this Exhibit A is attached as Addendum 2.

The Contractor shall obtain insurance of the types and in the amounts described below, or such insurance shall be obtained by Owner on behalf of Contractor.

**A. Commercial General Liability Insurance.**

1. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a total limit of not less than two million dollars (\$2,000,000) each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project by including ISO Designated Construction Project(s) General Aggregate Limit endorsement CG 25 03 or a substitute providing equivalent coverage.
2. CGL insurance shall be written on ISO Commercial General Liability occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover 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. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from explosion, collapse, or underground property damage.
4. The Additional Insureds are defined as Montecito Groundwater Sustainability Agency, its directors, officers, employees, and authorized volunteers. The Additional Insureds shall be included as insureds under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalents. ISO endorsement CG 20 37 shall include coverage for the Additional Insureds with respect to liability arising out of the completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of the Additional

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Insureds for a period of ten (10) years following the completion of the work specified in the agreement. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insureds and shall be effected by using ISO Primary & Noncontributory – Other Insurance endorsement CG 20 01, or equivalent. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. Any insurance, self-insurance, or other coverage, if any, maintained by the Additional Insureds shall be non-contributory.

5. Continuing Completed Operations Liability Insurance
  - a. Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least ten (10) years after the Replacement Public Facilities are completed and dedicated to the Agency in accordance with this Agreement. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall, at a minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

### **B. Business Auto Insurance**

1. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than one million dollars (\$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 the 1990 and later editions of CA 00 01.
4. Contractor waives all rights against Montecito Groundwater Sustainability Agency, its directors, officers, employees, and authorized volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Agreement or under any applicable auto physical damage coverage.

### **C. Workers Compensation Insurance.**

1. Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
2. Contractor shall maintain employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.
3. Contractor waives all rights against Montecito Groundwater Sustainability Agency, its directors, officers, employees, and authorized volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or

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commercial umbrella liability insurance obtained by Contractor pursuant to this agreement. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to effect this waiver.

4. Before commencing work, Contractor shall furnish evidence satisfactory to Agency that such workers compensation and employers liability insurance is in place.

**D. Umbrella/Excess Liability Insurance.** Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency.

**Required Provisions** – With respect to all insurance required to be maintained by or on behalf of the Contractor, the Contractor or the party providing the insurance shall comply, or ensure compliance, with all of the following provisions:

1. In the event that the Contractor employs Subcontractors as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each Subcontractor meets the minimum insurance requirements specified herein or such other insurance requirements approved by the Agency. When requested by Montecito Groundwater Sustainability Agency, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.
2. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Montecito Groundwater Sustainability Agency, its directors, officers, employees, or authorized volunteers.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause acceptable to the Agency, such policies shall be endorsed to provide cross-liability coverage acceptable to the Agency.
4. Contractor shall notify Montecito Groundwater Sustainability Agency at least thirty (30) Calendar Days prior to any changes made to any of the insurance policies required hereunder, including without limitation any change in the insurance carrier or the scope of coverage.
5. [Reserved.]
6. With respect to completed operations insurance maintained in compliance with Section A.5 and A.6, Contractor shall promptly provide, and/or shall cause Subcontractor(s) to promptly provide, additional certificates of insurance evidencing such coverage whenever requested by Montecito Groundwater Sustainability Agency.
7. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by Montecito Groundwater Sustainability Agency.
8. Prior to execution of the agreement, and throughout the period that such insurance is required, the Contractor shall file with Montecito Groundwater Sustainability Agency all required additional policy endorsements and a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Failure of Montecito Groundwater Sustainability Agency to demand such certificate or other evidence of full compliance with these insurance requirements, and/or failure of Montecito Groundwater Sustainability Agency to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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9. The Agency reserves the right to obtain complete certified copies of all required insurance policies at any time.
10. If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the CGL additional insured endorsements to Montecito Groundwater Sustainability Agency at least ten (10) days prior to the expiration date.
11. Failure to maintain the Required Insurance may result in termination of the Contract at the option of MWD following written notice to the Contractor and Owner and the passage of a reasonable period of time, not to exceed 14 days or such other period of time as agreed to in writing by Contractor and Montecito Groundwater Sustainability Agency, for cure without such cure.
12. The Insurance requirements in this Agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement.
13. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or indemnity obligations of the Contractor.
14. Agency reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.

**Safety:** Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

In the performance of this contract the contractor shall comply with all applicable, including but not limited to, Federal, State and local laws governing safety, health and sanitation related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

APPROVED:



Nicholas Kunstek  
Groundwater Specialist