



FINANCE DEPARTMENT
PURCHASING DIVISION
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TO: All Dredging Vendors
FROM: Jo Castro, Assistant Finance Director
SUBJECT: Bid No. 968-0513-10F — Addendum #1
DATE: May 24, 2010

The City of Antioch mailed bid No. 968-0513-10F on May 13, 2010, for Dredging of the City's alum sludge pond off of Whitehaven Court in Antioch. This is notification of Addendum #1 to the Request for Quotation:

1. Pages 9-11 of the Bid Specifications incorrectly contain the "Insurance Requirements for Contractors (with Construction Risks)". The correct insurance requirements for this project are "Insurance Requirements for Contractors (without Construction Risks)".

Please replace Pages 9-11 of the Bid Specifications with the attached pages. The bid date remains the same.

If you have any questions regarding this information, please do not hesitate to call. Thank you.

JC/sml

(925) 779-6134
jcastro@ci.antioch.ca.us

Addendum #1 received by: _____
(Signature)

Date: _____

Please return this sheet with your bid document.

CITY OF ANTIOCH

INSURANCE REQUIREMENTS FOR CONTRACTORS (WITHOUT CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|--|-------------|--|
| 1. General Liability:
(including operations, products,
and completed operations) | \$1,000,000 | per occurrence for bodily injury, personal injury,
and property damage. If Commercial General
Liability Insurance or other form with a general
aggregate limit is used, either the general aggregate
limit shall apply separately to this project/location,
or the general aggregate limit shall be twice the
required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | | As required by the State of California. |
| 4. Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

If the contractor maintains higher limits than the minimums shown above, their entity shall be entitled to coverage for the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice has been provided to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

For further information, please contact the City Attorney's office at (925) 779-7015 or the Purchasing Division at (925) 779-6994.