

**REQUEST FOR PROPOSAL
TO PROVIDE
OPERATION AND ABANDONMENT SERVICES
FOR OIL AND GAS WELLS ABANDONMENT
AT 9865 OLYMPIC BOULEVARD
BEVERLY HILLS, CALIFORNIA**

ADDENDUM NO. 1

ADDENDUM NO. 1 for the above referenced project hereby modifies the RFP documents, as follows:

Addendum Item 1.1 INTRODUCTION

Page 1 Addition of the following:

The most qualified Proposer will enter into a contract with the City with terms substantially similar to the City's Standard Contractual Requirements for Public Improvements In the City of Beverly Hills California (Attachment 2). The City is currently in the process of modifying Attachment 2 for this particular Project. Concurrently, Proposer shall submit any comments to the City addressing any material changes that may be necessary to Attachment 2 for the Project.

Addendum Item 1.2 WELL ABANDONMENT

Page 5 Addition of the following:

If the Proposer utilizes the BHHS's athletic field adjacent to the SITE for equipment staging, the Proposer shall restore the athletic field to its original condition at the conclusion of the Well abandonment.

Addendum Item 1.3 INSURANCE AND BOND REQUIREMENTS

The RFP shall be revised as follow:

Page 12 Item 9. INSURANCE AND BOND REQUIREMENTS

- (a)(i) Comprehensive General Liability Insurance with minimum limits of **Five Million Dollars (\$5,000,000)** for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts;

(a)(ii) "Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence combined single limit..."

(iv) Pollution Liability Insurance covering the PROPOSER's liability arising from Pollution or Environmental Damage or Liability caused during the work performed pursuant to this Agreement.

The Pollution Liability policy shall provide coverage with minimum limits of Five Million Dollars (\$5,000,000) combined single limit and in the annual aggregate. Such policy/coverage shall be maintained for not less than one (1) year after the date of final acceptance and completion of the work performed pursuant to this Agreement;

Change to:

9. INSURANCE AND BOND REQUIREMENTS

(a)(i) Comprehensive General Liability Insurance with minimum limits of **Ten Million Dollars (\$10,000,000)** for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts;

(a)(ii) "Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of **Five Million Dollars (\$5,000,000)** per occurrence combined single limit..."

(a)(iv) Contractors Pollution Liability (CPL) Insurance policy with minimum limits of Ten Million Dollars (\$10,000,000.00) combined single limit and in the annual aggregate. Such policy/coverage shall cover the PROPOSER's liability including clean-up, bodily injury, property damage and related legal defense costs due to pollution conditions caused by the performance this agreement. The policy/coverage shall be maintained for not less than one (1) year after the date of final acceptance and completion of the work performed pursuant to this Agreement;

Addendum Item 1.4 Addition to the Insurance and Bond Requirements

Page 13 addition of the following:

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits

maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
 2. Performance bond
 3. Payment bond
 4. Maintenance bond
1. The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance and Bond Requirements shall be revised as follow:

The PROPOSER shall provide insurance in accordance Section 3-13 of the City of Beverly Hills, Public Works Department Standard Contractual Requirements, included as part of this RFP. In addition, the Proposer shall guarantee all work against defective workmanship and material furnished by the PROPOSER for a period of one (1) year from the date the work was completed in accordance with Section 2-11 of the Standard Contractual Requirements. The PROPOSER's sureties for the "Performance Bond" shall be liable for any work that the PROPOSER fails to replace within a specified time.

- a) PROPOSER's Insurance. City shall require its PROPOSER or PROPOSERs which perform the Work to carry and keep in full force and effect the following insurance in at least at following amounts:
 - i) Comprehensive General Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts;
 - ii) Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of Five Million Dollars (\$5,000,000) per occurrence combined single limit, covering any vehicle utilized by PROPOSER in performing the services required by this Agreement;
 - iii) Workers' compensation coverage with Statutory Limits and employer's liability insurance as required by law;
 - iv) Contractors Pollution Liability (CPL) Insurance policy with minimum limits of Ten Million Dollars (\$10,000,000.00) combined single limit and in the annual aggregate. Such policy/coverage shall cover the PROPOSER's liability including clean-up, bodily injury, property damage and related legal defense costs due to pollution conditions caused by the performance this agreement. The policy/coverage shall be maintained for not less than one (1) year after the date of final acceptance and completion of the work performed pursuant to this Agreement;

- v) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+ in the latest edition of Best's Insurance Guide;
- vi) At all times during the term of this Agreement, the City shall require PROPOSER to maintain on file with the City Clerk a certificate or certificates of insurance on the form required by the City, showing that the aforesaid policies are in effect in the required amounts. The policies of insurance required by this Agreement shall contain an endorsement naming the City and District as additional insureds. Prior to conducting any work required by this Agreement, PROPOSER shall furnish to the City properly executed Additional Insured Endorsements in favor of the City and District and their officials, officers, employees and agents for the insurance required by this Agreement. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to the City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement; and
- vii) The insurance provided by the PROPOSER shall be primary to any coverage available to the City or the District. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

If any coverage required is written on a claims-made coverage form:

6. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
7. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

8. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
9. A copy of the claims reporting requirements must be submitted to the Entity for review.
10. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

5. Bid bond
 6. Performance bond
 7. Payment bond
 8. Maintenance bond
2. The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

END OF ADDENDUM NO. 1

