



**Pest Management  
Bid No. 2526-02**

**ADDENDUM NO. 3  
September 12, 2025**

Please note the following additions, corrections, clarifications, and revisions, to the above-referenced Bid. The additions, corrections, clarifications, and revisions are as follows:

**Addendum to Agreement – Amendment to Provision V. Contractor’s Liability – Insurance Requirements (Terms and Conditions)**

**Addendum**

**Changes under Provision V. Contractor’s Liability – Insurance Requirements**

The current language beginning with “1. Specific Insurance Requirements” through “3. Additional Insured Endorsement Requirements” is hereby deleted in its entirety and replaced with the following:

**Specific Insurance Requirements**

The Certificate of Liability is to be issued by Vendor’s insurance company. Capistrano Unified School District is to be named as Additional Insured and Certificate Holder.

**Certificate Holder Information:**

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

1. **Commercial General Liability**
  - a) Limits: \$1,000,000 per occurrence / \$2,000,000 aggregate
  - b) Coverage: Bodily Injury, Personal/Advertising Injury, Property Damage
  - c) Coverage must be at least as broad as the standard ISO Commercial General Liability Form (CG 00 01 or equivalent)
  - d) Endorsements: District named as Additional Insured; Primary & Non-Contributory; Waiver of Subrogation
2. **Commercial Automobile Liability**
  - a) Limits: \$1,000,000 per accident for Bodily Injury and Property Damage
  - b) Coverage: Owned, Non-Owned, and Hired vehicles (Any Auto)
  - c) Must be at least as broad as ISO Form CA 00 01 or equivalent
  - d) Endorsements: Primary & Non-Contributory; Waiver of Subrogation
3. **Workers’ Compensation and Employer’s Liability**
  - a) Workers’ Compensation: Statutory limits as required by the State of California

- b) Employer's Liability: \$1,000,000 each accident
- c) Endorsements: Waiver of Subrogation
- 4. **Contractor's Pollution Liability**
  - a) Limits: \$1,000,000 per occurrence / \$2,000,000 aggregate
  - b) Coverage: Cleanup, removal, storage, disposal, reuse, or recycling of pollutants
  - c) If Contractor is a specialist, Professional Liability related to environmental services is required
  - d) Duration: Coverage must be maintained for 3 years after contract completion
  - e) Endorsements: District named as Additional Insured; Primary & Non-Contributory; Waiver of Subrogation

#### **Other Insurance Provisions**

- a) Deductibles & Retentions: Must be declared to and approved by the District. The District may require reduction, elimination, or financial guarantee of deductibles/retentions.
- b) Broader Coverage: Any insurance available to the Contractor that is broader or higher than these minimums must also apply to the District.
- c) Subcontractors: Contractor shall require all subcontractors to carry insurance that meets or exceeds these requirements.

#### **General Requirements**

- a) Notice of Cancellation: All required policies must provide 30 days' prior written notice to the District in the event of cancellation, non-renewal, or material change.
- b) Acceptability of Insurers: Insurers must have an A.M. Best rating of no less than A- VII and be admitted in California or acceptable to the Surplus Lines Association.
- c) Verification of Coverage: Certificates and endorsements must be furnished to the District before work begins. Endorsements must be signed by an authorized insurer representative. Failure to provide shall not waive insurance requirements.

For all insurance coverages provided by contractor/proposer, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to DISTRICT; DISTRICT approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than "A" unless otherwise approved by DISTRICT, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor/Proposer agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Trustees; and provides named additional insured endorsements for DISTRICT, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of contractor/proposer; products and completed operations of the contractor/proposer; premises owned, occupied or used by the contractor/Proposer; or automobiles owned, leased, hired or borrowed by the Contractor/proposer. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its subsidiaries, officials, employees and the Board of Trustees.
2. For any claims related to the Services, the contractor's/proposer's insurance coverage shall be primary insurance as respects DISTRICT, its subsidiaries, officials, employees

and the Board of Trustees. Any insurance or self-insurance maintained by DISTRICT, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the contractor's/proposer'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 suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

E. The "Description of Operations" section must include the following: *The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.*

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

Thomas Connolly  
Supervisor, Purchasing