



City of Bishop, California

Bidding Information

and

Contract Documents

for

**Valley Apartment's Electrical and Solar Project**

in the

City of Bishop, County of Inyo, California

January 17, 2018

Approved:

A handwritten signature in blue ink, appearing to be 'Jim Tatum', is written over the printed name.

Jim Tatum  
Planning Director

## Notice To Bidders

Sealed proposals will be received at the City of Bishop City Administrator's office, City Hall, 377 West Line Street, Bishop, California, 93514 until three o'clock (3:00) in the afternoon on February 19, 2018, for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City of Bishop, for the following project:

### **Valley Apartment's Electrical and Solar Project**

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 3:01 in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the City Council, Bishop, California, and is clearly labeled:

### **Bid for Valley Apartment's Electrical and Solar Project**

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop City Hall, 377 West Line Street, Bishop, California, 93514, 760-873-8458, and [ekabala@cityofbishop.com](mailto:ekabala@cityofbishop.com). Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to the Bishop Public Works in City Hall at the above addresses and number at least two working days prior to bid opening.

Valley Apartments is a 19-unit multifamily residential project occupied by low-income seniors and persons with disabilities. The former motor court was purchased by Inyo Mono Advocates for Community Action, Inc. (IMACA), a Community Action Agency, in 1980 with funding from the California Department of Housing and Community Development (HCD) and converted into affordable housing. This project site is located in the City of Bishop on the south side of Clarke Street, approximately 384 feet east of Main Street (US Highway 395). The street address of the subject property is 156 Clarke Street, Bishop, California, 93514, and the Tax Assessor's Parcel Number (APN) for the project site is 01-212-05.

This is the first phase of a rehabilitation project that includes building repairs and modifications to the three, one-story multifamily residential buildings and site improvements on the property. The scope of the work for this phase consists of (1) electrical repairs and (2) the installation of solar photovoltaic (PV) panels to generate power for the apartment complex. The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

Bidders are required to attend a bidders conference to be held at Bishop City Hall, location at 377 West Line Street, on January 31, 2017 at 10:00 am.

The estimated construction cost for this phase of the project is approximately \$193,000.

This project is funded entirely with Community Development Block Grant (CDBG) funds awarded to the City in 2013 by HCD. As a result, contracting preferences do not apply to this project. State CDBG Program and U.S. Department of Housing and Urban Development regulations and requirements along with City of Bishop Municipal Code standards apply to this project.

Technical questions should be directed to Elaine Kabala, Associate Planner, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-8458, ekabala@cityofbishop.com.

The successful bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid the City is able to fund from the allocation available for this project with consideration for total time to complete the project. Responsive bid proposals shall include:

1. Completed Bid Form
2. Bid Bond or other security
3. Completed Non-collusion Declaration form
4. Completed Contractor's Certificate Regarding Worker's Compensation form
5. Completed Proposed Equipment and Material Manufacturers form
6. Completed Proposed Subcontractors form
7. Completed Licenses form

The City of Bishop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

All bidders are requested to return a bid even if not bidding by submitting an application marked "No Bid."

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Small, women-owned and minority –owned business are encouraged to submit a bid.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department

of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

**Bid Form**

Proposal to City of Bishop for the construction of

**Valley Apartment's Electrical and Solar Project**

**Bidder Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**To the Bishop City Council:**

Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he or she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and proposes and agrees, if the proposal is accepted, that he or she will execute a contract with the City in the form set forth in the contract documents and will accept in full payment thereof the unit prices on the following 3 pages.

**Bid:**

**Please bid phase 1 and phase 2 separately.**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Item Price</b>
<b>Phase 1</b>					
<b>1</b>	<b>1</b>	<b>LS</b>	<b>Remove existing 400 amp main electrical panel</b>		
<b>2</b>	<b>1</b>	<b>LS</b>	<b>Relocate Evaporative cooler</b>		
<b>3</b>	<b>1</b>	<b>LS</b>	<b>Install new MS Switchboard (600 amp)</b>		
<b>4</b>	<b>5</b>	<b>EA</b>	<b>Remove and replace (5) existing junction boxes</b>		
<b>5</b>	<b>5</b>	<b>EA</b>	<b>Remove and replace (5) existing subpanels</b>		
<b>6</b>	<b>1</b>	<b>LS</b>	<b>Remove existing weather head</b>		
<b>7</b>	<b>1</b>	<b>LS</b>	<b>Install new weather head at new switchboard</b>		
<b>8</b>	<b>1</b>	<b>LS</b>	<b>Remove (2) existing flood lights and install (10) new security lights</b>		
<b>9</b>	<b>1</b>	<b>LS</b>	<b>Install bollards in front of new main panel</b>		
<b>Phase 1 Subtotal</b>					
<b>Phase 2</b>					
<b>10</b>	<b>1</b>	<b>LS</b>	<b>Install inverter for Solar Photovoltaic System</b>		
<b>11</b>	<b>1</b>	<b>LS</b>	<b>Install 20kW Solar Photovoltaic System</b>		
<b>Phase 2 Subtotal</b>					
<b>Total Bid</b>					

EA is each; LS is lump sum.

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Total Bid shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a \_\_\_\_\_(Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of \$\_\_\_\_\_ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment bond, or substitute, and insurance certificates and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

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Authorized Bidder Representative:

Name (typed or printed): \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
*(Individual's signature – attach evidence of authority to sign)*

Title: \_\_\_\_\_

**Bid Bond**

(10% of Total Bid Amount)

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop, California

(herein called City) for payment of the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United  
States. Principal has submitted the accompanying bid for the construction of

**Valley Apartment’s Electrical and Solar Project**

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his or her bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal’s failure to do any of the foregoing.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City’s reasonable attorney’s fees incurred with or without suit.

Executed on \_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

(Seal of Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and address of Surety's agent for service of  
process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

**Non-collusion Declaration**

The undersigned declares:

I am the \_\_\_\_\_  
of \_\_\_\_\_,  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date \_\_\_\_\_ at

City, State \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**Contractor's Certificate Regarding Worker's Compensation**

Description of Contract: City of Bishop **Valley Apartment's Electrical and Solar Project**

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Contractor)

By \_\_\_\_\_  
\_\_\_\_\_ (Official Title)





**Licenses**

The following licenses are required for this project:

- Class B – General Building Contractor or
- Class C-10 - Electrical Contractor or
- Class C-46 - Solar Contractor

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City’s intent that “plans,” as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances including the licenses listed below:

<u>License Number</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

## Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as “CITY” and

---

a corporation under the laws of the state of \_\_\_\_\_;

hereinafter referred to as “CONTRACTOR”.

CITY and CONTRACTOR agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and shall perform all of the work for the construction of the Valley Apartment’s Electrical and Solar Project in accordance with this agreement and the other contract documents.
2. **TIME FOR COMPLETION:** The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.
3. **CONTRACT SUM:** CITY will pay CONTRACTOR as described in the Contractor bid and the rest of the contract documents.
4. **PAYMENTS:** Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.
5. **COMPLIANCE WITH PUBLIC CONTRACTS LAW:** CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
6. **CONTRACT DOCUMENTS:** The complete contract includes all of these documents, which will be incorporated hereto and made a part of this AGREEMENT:
  - Notice to Bidders
  - Bid Form
  - Agreement
  - Payment Bond

- Worker’s Compensation Certificate
- Special Provisions
- Other referenced documents

7. INDEMNIFICATION

- a. FOR PROFESSIONAL LIABILITY. To the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all claims, lawsuits, losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligent acts, errors or omissions, recklessness, or willful misconduct of the CONTRACTOR, its officers, agents, employees or subCONTRACTORS.
- b. FOR ALL OTHER LIABILITIES. Notwithstanding the forgoing and without diminishing any rights of CITY under Section 7.A, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONTRACTOR, but which is not Professional Liability, CONTRACTOR shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents (“Indemnified Parties”) from and against any and all damages, costs, expenses (including reasonable attorney’s fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal injury, property damage, economic injury, and arising out of, related to, on account of, or pertaining to the acts or omissions of the CONTRACTOR, regardless of any concurrent or contributory negligence on the part of CITY, save and except for the sole or active negligence or willful misconduct of the CITY.
- c. DUTY TO DEFEND. In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by CITY, CONTRACTOR shall have an immediate duty to defend the CITY at CONTRACTOR’s cost or at CITY’s option, to reimburse CITY for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters.

Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, or agents, CONTRACTOR will be obligated to pay for CITY’s defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

8. INSURANCE

CONTRACTOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached to and part of this agreement.

9. INDEPENDENT CONTRACTOR

- a. CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR and/or independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- b. No employee benefits shall be available to CONTRACTOR in connection with the performance shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

10. ASSIGNMENT

The CONTRACTOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this Agreement, only CONTRACTOR shall perform the services described in this Agreement.

Before retaining or contracting with any CONTRACTOR for any services under this Agreement, CONTRACTOR shall provide CITY with the identity of the proposed CONTRACTOR, a copy of the proposed written contract between CONTRACTOR and such subCONTRACTOR which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subCONTRACTOR carries insurance at least equal to that required by this Agreement or obtain a written waiver from CITY for such insurance.

11. INDEPENDENT CONTRACTOR

- a. CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR and/or independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

- b. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on \_\_\_\_\_, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

\_\_\_\_\_ By \_\_\_\_\_  
City Administrator

Dated:

\_\_\_\_\_ By \_\_\_\_\_  
(Contractor)

Title:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Payment Bond**

(100% of the Agreement Amount)

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth  
herein to the

**City of Bishop**

(herein called City) for payment of the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of  
the United States. City has awarded Principal a contract for the construction of

**Valley Apartment’s Electrical and Solar Project**

If Principal or any of his or her subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his or her subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City’s reasonable attorney’s fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

(Seal of Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

Any claims under this bond may be addressed to:

\_\_\_\_\_  
(Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety's agent for  
service of process in California, if different  
from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Telephone number of Surety's agent in  
California)

(Attach Acknowledgement)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

(Attorney-in-Fact)

APPROVED:

\_\_\_\_\_  
(Attorney for CITY)

## SPECIAL PROVISIONS

### A. GENERAL PROVISIONS

#### **1. GENERAL**

Unless otherwise stated, the work embraced herein shall be completed in accordance with the 2015 Standard Specifications of the State of California, Department of Transportation, California Code of Regulations, Title 24, and the City of Bishop Municipal Code including, but not limited to, Title 8 (HEALTH AND SAFETY) (hours of construction), Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES, Title 15 - BUILDINGS AND CONSTRUCTION, and Title 17 - ZONING insofar as the same may apply and in accordance with these Special Provisions.

When approved by the City, forms, documents, and standards equivalent to those specified may be used.

In the event of conflict the order of precedent shall be: 1) the California Building Standards Code over the Bishop Municipal Code; the Bishop Municipal Code over these Special Provisions; 3) these Special Provisions over the project plans; and 4) the project plans over the Standard Specifications.

#### **2. GLOSSARY**

All definitions and terms in Section 1-1.07B, Glossary, of the Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

**Bid Item List:** The bid form corrected for math errors.

**Contract:** Executed agreement between the City and Contractor.

**Contract Documents:** The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.

**City:** The City of Bishop, State of California

**Department:** The Planning Department of the City of Bishop.

**Director:** The Planning Director of the City of Bishop.

**Department of Transportation:** The Planning Department of the City of Bishop, except when Department of Transportation publications are cited, such cites are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.

**Engineer:** The Planning Director of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Office Engineer:** The Planning Director of the City of Bishop.

**Owner:** The City of Bishop.

**State or State of California:** The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

### **3. CHANGES TO STANDARD SPECIFICATIONS**

The following sections are deleted from the Standard Specifications:

2-1.02, Bid Ineligibility

2-1.06, Bid Documents

2-1.18, Small Business and Non-Small Business Subcontractor Preferences

2-1.27, California Companies

2-1.33D, Opt Out of Payment Adjustments for Price Index Fluctuations

3-1.08, Small Business Participation Report

3-1.11, Payee Data Record,

Delete the numbered list in Section 3-1.18, Contract Execution

Deleted the second and third paragraphs of Section 2-1.33A, Bid Document Completion - General.

Modify Section 5-1.23, Submittals, to identify each sheet by the project name.

Delete the column "Umbrella or excess liability" from Liability Limits table of Section 7-1.06D(2), Liability Limits / Additional Insureds.

### **4. PROPOSAL REQUIREMENTS**

The bidder's attention is directed to the provisions in Section 2, Bidding, of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid. Subcontracting Request forms are not required but each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is included in the Proposal.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

### **5. BONDS**

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

### **6. SCOPE OF WORK**

The scope of the work shall consist of electrical repairs and the installation of solar photovoltaic (PV) panels to generate power for the apartment complex including furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project as described in the contract documents for the **Valley Apartment's Electrical and Solar Project**.

## **7. PRE-CONSTRUCTION CONFERENCE**

Prior to issuance to the Notice to Proceed, the City will hold a pre-construction conference for the purpose of discussing essential matters pertaining to the pursuit of the satisfactory completion of the project. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

## **8. PERMITS AND LICENSES**

The following permits and licenses are known to be required for the work:

- a) City of Bishop Business License;
- b) California Contractors License Classification B, C-10, or C-46; and
- c) City of Bishop Building Permit.

The City of Bishop will pay or waive all fees associated with the Building Permit

## **9. TIME OF COMPLETION**

The Contractor shall have 90 working days to complete the work from issuance of the notice to proceed.

## **10. LIQUIDATED DAMAGES**

Liquidated damages shall be \$1000 per day.

## **11. MEASUREMENT AND PAYMENT**

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made of the value of the work completed.

A request for payment shall be submitted by the Contractor each month and upon completion of all work for approval and payment by the City.

The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this section to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Planning Director.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

## **12. RESOLUTION OF CLAIMS**

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than \$375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

## **13. GENERAL SAFETY**

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

## **14. CHEMICALS**

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

## **B. BID ITEMS**

### **Phase 1**

#### **1. Remove Existing 400 amp Main Electrical Panel**

This item includes removal of the existing 400 amp electrical main, including associated meters, conductors, and conduit. This item shall be measured lump sum.

#### **2. Relocate Evaporative Cooler**

This item includes relocating existing evaporative cooler, piping, ductwork, electrical, and related items from apartment unit to accommodate new 600 amp main location, relocating the cooler to a new location on the same apartment unit, and reconnecting electrical and plumbing to make the cooler operational. Walls shall be patched and painted to match existing. This item shall be measured lump sum.

#### **3. Install New MS Switchboard (600 amp)**

This item shall include installation of a new 600 amp main panel including associated meters, conductors, and conduit. This item shall be measured lump sum.

#### **4. Remove and Replace (5) Existing Junction Boxes**

This item is to remove and replace (5) existing junction boxes with new NEMA 3R junction boxes and reconnect existing circuits. This item shall be measured actual.

#### **5. Remove and Replace (5) Existing Subpanels**

This item is to remove and replace (5) existing subpanels. This item shall be measured actual.

#### **6. Remove Existing Weather Head**

This item is to remove the existing weather head. This item shall be measured lump sum.

#### **7. Install New Weather Head at New Switchboard**

This item is to install a new weather head at the new switchboard. This item shall be measured lump sum.

#### **8. Install (2) Existing Flood Lights and Stall (10) New Security Lights**

This item includes installation of (10) new wall mounted security lights and removal of (2) existing flood lights. This item shall be measured lump sum.

#### **9. Install Bollards in Front of New Main Panel**

This item includes the installation of 3 new bollards in front of new, relocated main panel. Contractor shall coordinate with power company as to which bollards should be removable. This item shall be measured lump sum.

### **Phase 2**

#### **10. Install Inverter for Solar Photovoltaic System**

This item is the installation of an inverter for the Solar PV System added to the southern apartment building. This item shall be measured lump sum.

**11. Install 20kW Solar Photovoltaic (PV) System**

This item includes the installation of new solar PV panels on the south facing roof of the south apartment building to make an operational 20 kW system. This item shall be measured lump sum

## **C. Technical Specifications**

### **1. Hazardous Substances**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the City and the County Environmental Service Office.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract. If delay of work in the area delays all work on the project from being performed, the Contract may be terminated.

The Contractor shall work on all other work activities and/or locations that are not affected by the hazardous substances. Additional contract time may be added if the controlling work operation is affected.

### **2. Utility Coordination**

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans. The contractor is expected to conduct required coordination with utility companies prior to any excavation on the property.

### **3. Cleanup**

At all times maintain areas covered by the Contract and adjacent properties and public access roads free from accumulations of waste, debris, and rubbish caused by construction operations. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Do not burn or bury rubbish and waste materials on project site. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Do not dispose of wastes into streams or waterways.

During execution of work, clean project sites, adjacent properties, and public access roads and dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. Contractor shall provide containers for collection and disposal of waste materials, debris, and rubbish. Cover or wet loads of excavated material leaving the site or of material being

imported to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

At the completion of work and immediately prior to final inspection, clean the entire project as follows:

Repair and/or replace any damaged improvements restoring them to their original condition. Clean, sweep, wash, and polish all work and equipment including finishes. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated. Repair, patch, and touch up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Remove from the property temporary structures and all materials, equipment, and appurtenances not required as a part of or appurtenant to, the completed work. In addition to trash and debris left by Contractor, the Contractor shall clean up and dispose of all existing debris along the path within 10 feet of all disturbed areas.

**4. Work Sequence**

The Contractor shall complete work for each phase in the following sequence:

1. Provide notice to owners and tenants to provide notice prior to required access to the units. Residents will not be relocated.
2. Electrical work as stated in Contractor’s sequencing submittal.

**5. Working Days**

Work hours for the project may be conducted between the hours of 7:00 AM to 8:00 PM Monday through Saturday. Work in other hours or on Sundays and legal holidays must be approved in advance by the Engineer. All hours of work that require access to individual units, must be coordinated with the tenants prior to receiving access.

**6. Additional Anticipated Work**

In addition to the bid items, the following work is anticipated to be added to the work by Change Order to the extent it can be funded from money allocated to the project:

<b>Unit #</b>	<b>Work</b>
1	Receptacle in living room, south wall not working properly; kitchen east, north, west wall receptacles have no power.
2	Living room north wall outlet not working properly; kitchen south wall GFCI not tripping.
3	Kitchen south wall, living room north and south wall outlets not working properly.
4	Living room north wall not working properly; kitchen west wall GFCI outlet will not trip; no power to cooler outlet on west kitchen wall.
5	Living room east wall outlet not working properly; dining room high wall outlet on east wall is bad.
6	Living room outlet close to closet is bad and should be replaced.
7	Dining room high east wall outlet not working (one light on tester); kitchen above sink outlet not working (one light on tester).

8	Kitchen GFCI above sink will not trip; second GFCI will not trip.
9	Both GFCIs in kitchen are bad.
10	Living room east and west wall outlets are not working properly (one light on tester); bathroom GFCI outlet not working properly (one light on tester); kitchen both outlets not working properly (no GFCI).
11	Dining room east wall outlet not working properly (one light on tester); GFCI outlet above kitchen sink not working; living room west wall outlet is not working properly (one light on tester) and tv east wall outlet is bad; bath GFCI is bad and should be replaced.
12	Dining room west wall outlet not working properly (one light on tester) and no GFCI behind sink; outlet behind refrigerator on east wall not working properly (one light on tester); outlets on east and west living room walls not working properly (one light on tester); bath GFCI not working properly (one light on tester).
16	Living room south wall outlet not working properly (one light on tester).
17	Living room south wall outlet not working properly (one light on tester); east wall outlet in living room checks out but has a burn mark.

**5. Attached Technical Specifications**

The attached 86 pages of specifications titled “Valley Apartments; Power and Solar Project; Dinter Engineering, Co.; December 18, 2017” are hereby incorporated into these Special Provisions.

EXHIBIT A  
INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.*

*CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.*

*CONTRACTOR shall provide the following types and amounts of insurance:*

1. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of CONTRACTOR's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

2. Automobile Liability: CONTRACTOR shall maintain automobile liability insurance, including owned, non-owned and hired vehicles, covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the services provided under this Agreement. The limits of CONTRACTOR's insurance shall apply to this Agreement as if set forth herein, but in no event shall be less than \$1,000,000 per occurrence, combined single limit.

3. Workers Compensation: CONTRACTOR shall maintain Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of CONTRACTOR, subCONTRACTORs or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$\*\*\* per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONTRACTOR and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy and any renewal or subsequent policies’ retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by CONTRACTOR. CONTRACTOR and CITY agree to the following with respect to insurance provided by CONTRACTOR:

1. CONTRACTOR agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONTRACTOR, or CONTRACTOR’s employees, or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY’s protection without CITY’s prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability policy, shall be delivered to CITY at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR, at CITY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to CITY. CONTRACTOR shall ensure that each policy of insurance required herein reflects this agreement and is written into each policy.
10. CONTRACTOR agrees to ensure that its subCONTRACTORS, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with CONTRACTORS, subcontractors and others engaged in the project will be submitted to CITY for review.
11. CONTRACTOR agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to CITY without the CITY's prior written approval. If CONTRACTOR's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. At that time the CITY shall review options with the CONTRACTOR, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent the CITY agrees to any deductible or self-insured retention under any policy required under this Agreement to which the CITY is named as an additional insured, CONTRACTOR shall be required to modify the policy to permit the CITY to satisfy the deductible or self-insured retention in the event CONTRACTOR is unable or unwilling to do so as a means to ensure the CITY can avail itself to the coverages provided under each policy.

12. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY will negotiate additional compensation proportional to the increased benefit to CITY.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONTRACTOR of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
15. CONTRACTOR will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
16. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONTRACTOR's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of CONTRACTOR under this agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. CONTRACTOR agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or CONTRACTOR for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.
22. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
23. Primary/noncontributing.

Coverages provided by (Vendor/Contractor/CONTRACTOR/Lessee-insert applicable term) shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess 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 CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

24. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that (Vendor's/CONTRACTOR's/Contractor's) insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.