



COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CA 93526

REQUEST FOR QUOTATION ***THIS IS NOT AN ORDER***

DATE ISSUED: 05/31/2019

Michael Errante, Director, Public Works
Chris Cash, Deputy Director - Operations, Public Works
(760) 878-0201 Front Desk
(760) 878-2001 Fax

RETURN BY: 06/7/2019

Email back to Jake Trauscht at jtrauscht@inyocounty.us
PLEASE QUOTE ON THE FOLLOWING ITEMS: **Bishop Senior Center,**
682 Spruce St, Bishop, CA 93514

QUANTITY	DESCRIPTION	TOTAL PRICE
	Supply and install one new water closet and one new urinal in the new men's bathroom (originally women's bathroom) and perform associated plumbing work. This shall include: <ul style="list-style-type: none"> Replacement of the water closet in the larger toilet compartment with a new water closet (American Std Cadet Pro Right Height Elongated Toilet 12" Rough-In (white) or equivalent) (see attached plans and manufacturer specs). Removal of the existing water closet and capping off the plumbing in the smaller toilet compartment. Removal of one of the two sinks (See attached plans). Installation of new urinal (American Std 6150.100 020 White or equivalent). 	
	Supply and install one new water closet in the new women's bathroom (originally men's bathroom) and perform associated plumbing work. This shall include: <ul style="list-style-type: none"> Removal of an existing water closet and capping off the plumbing (see attached plans). Removal of a urinal and installation of a new water closet (American Std Cadet Pro Right Height Elongated Toilet 10" Rough-In (white) or equivalent) (see attached plans and manufacturer specs). 	
	<ul style="list-style-type: none"> This project does not include any kind of demo. Demo of walls and partitions will be performed by County Maintenance before the start of the project. 	
	<ul style="list-style-type: none"> This is a prevailing wage job. Installation to be completed no later than 60 days after award. This work will be completed under a contract rather than a purchase order. Please review the attached standard Contract and Insurance Requirements. 	
	PRICE TO INSTALL SHALL INCLUDE ALL COSTS INCLUDING LABOR, MATERIALS, INSURANCE, AND APPLICABLE TAXES.	
	TOTAL	
	INDICATE ANY EXCEPTIONS TO QUOTE:	
	This form to be returned signed, via e-mail by 3:30 PM at 06/07/2019	

To schedule a pre-bid **job walk** (recommended), please contact Chris Cox at (760) 878-0230.

THE QUOTATION (S) LISTED ABOVE REMAIN VALID AND IN EFFECT THROUGH _____.

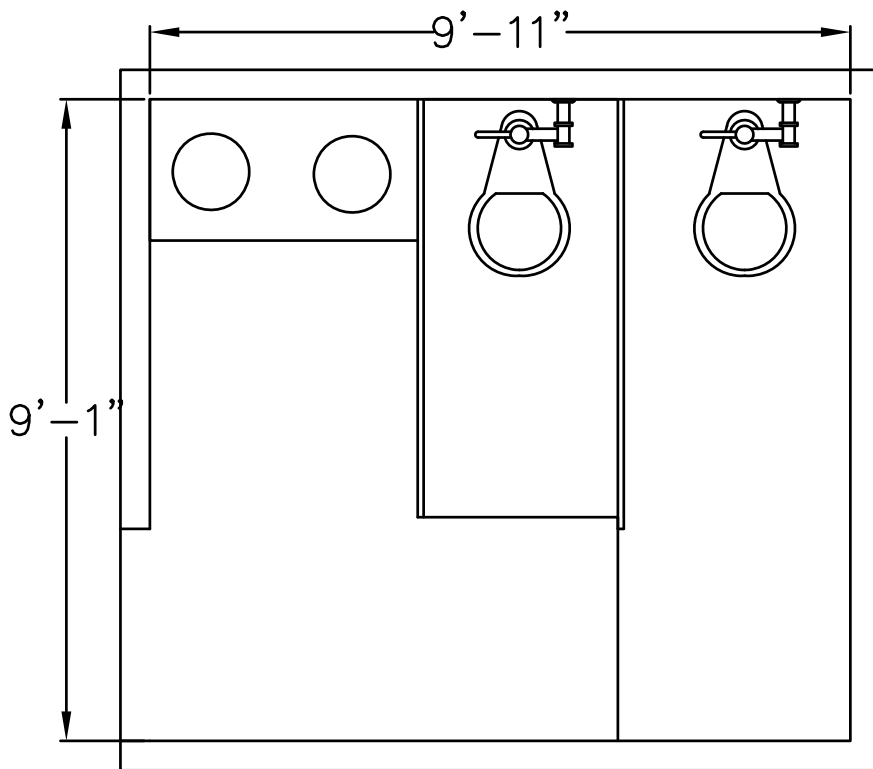
DATE: _____ By _____
(Print)

FIRM NAME _____ By _____
(Signature) (Title)

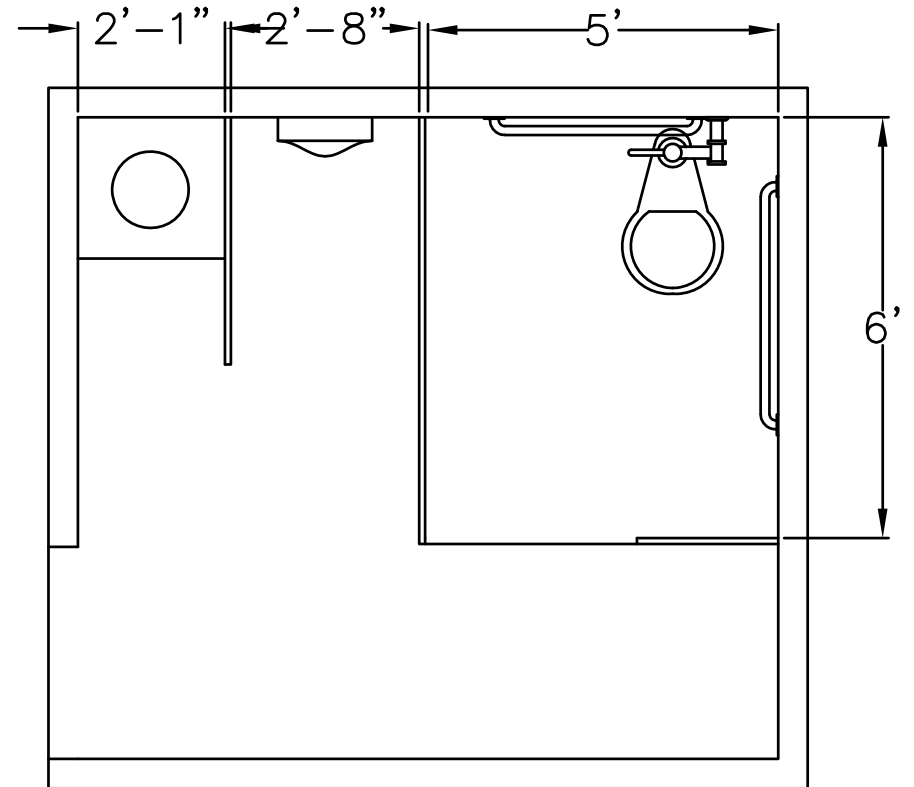
>> RETURN SIGNED FORM TO THE INYO COUNTY PUBLIC WORKS DEPT, Via Email to jtrauscht@inyocounty.us or fax (760)-878-2001

Bishop Senior Center ADA Project Men's Bathroom Plans

CURRENT:

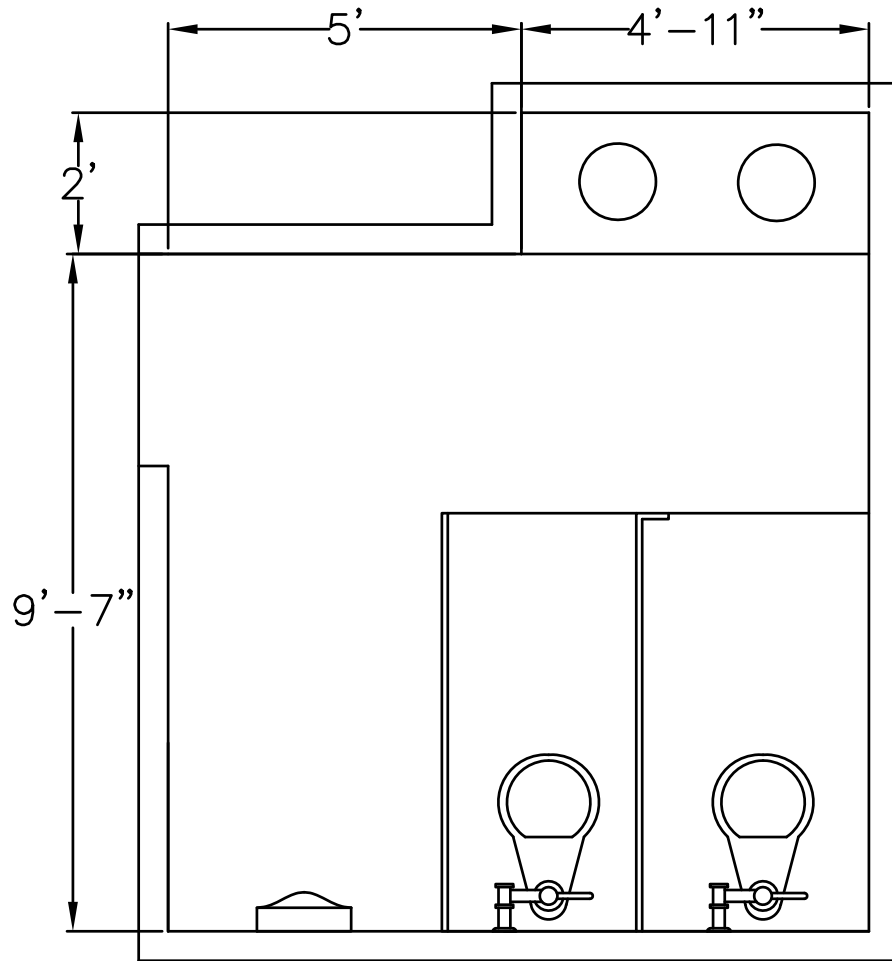


PROPOSED:

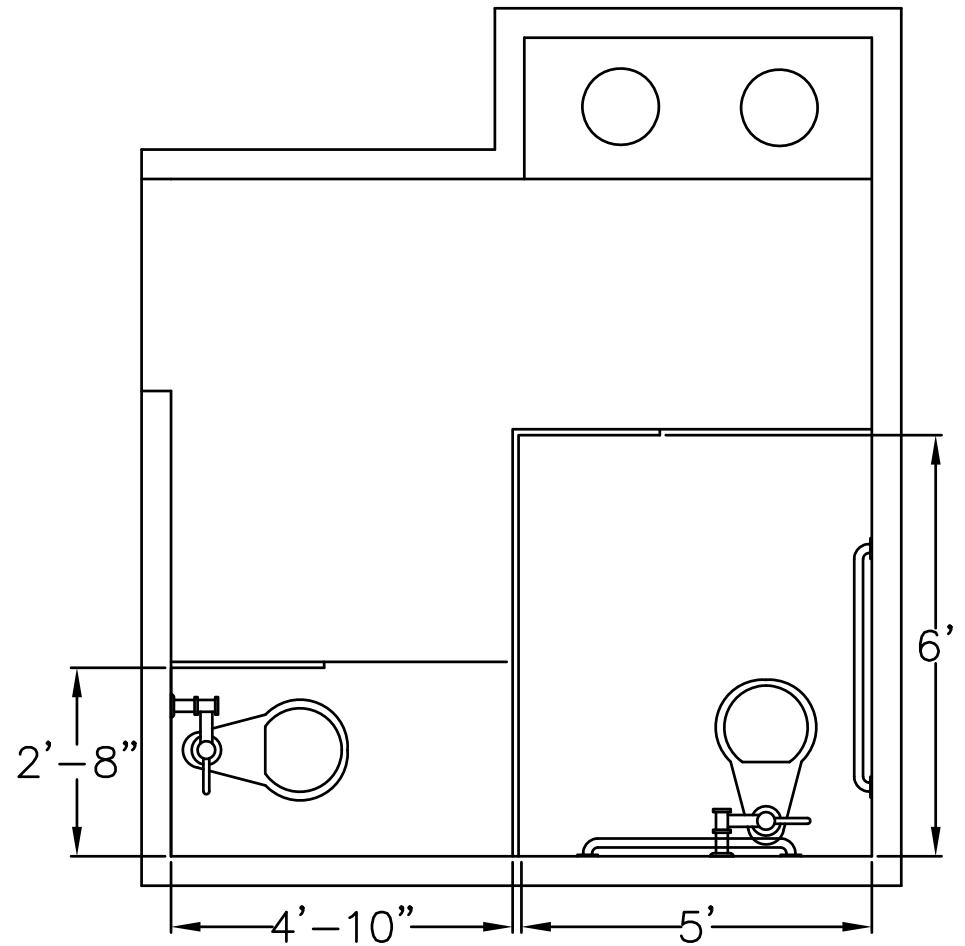


Bishop Senior Center ADA Project Women's Bathroom Plans

CURRENT:



PROPOSED:



CADET® PRO™ RIGHT HEIGHT®
ELONGATED TOILET

215AA.004

- Features the **Cadet® Flushing System**
- Vitreous china
- Low consumption (6.0 Lpf/1.6 gpf) toilet
- Trade exclusive tank
- PowerWash® rim scrubs bowl with each flush
- Robust metal trip lever & metal shank fill valve
- Includes EZ-Install Tools w/color match bowl caps
- EverClean® surface included
- 3" flush valve
- Fully-glazed 2-1/8" trapway
- 16-1/2" rim height for accessible applications
- 12" (305mm) rough-in
- Generous 9" x 8" water surface area
- Chrome finish trip lever is supplied
- 1,000g MaP Score** at 1.6 gpf
- 5 year warranty



- 3517A.101 Right Height® Elongated Bowl
- 4188A.004 Tank

Nominal Dimensions:

767 x 441 x 771mm (30-1/8" x 17-3/8" x 30-3/8")

Fixture only, seat and supply sold separately

Alternative Tank Configuration Available:

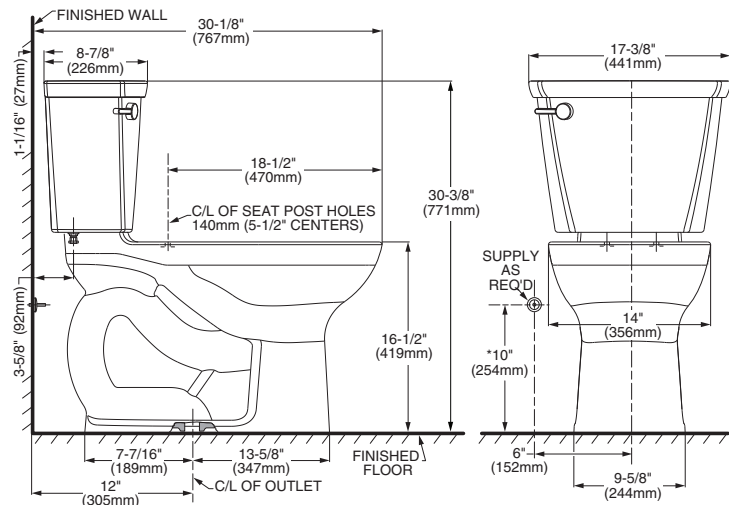
- 4188A.054 Tank complete with Aquaguard Liner
- 4188A.064 Tank complete with tank cover locking device
- 4188A.074 Tank complete with Aquaguard Liner and tank cover locking device
- 4188A.005 Tank complete with trip lever located on right side
- 4188A.065 Tank complete with tank cover locking device and trip lever located on right side

Compliance Certifications -

Meets or Exceeds the Following Specifications:

- ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures

** Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.



NOTES:

THIS TOILET IS DESIGNED TO ROUGH-IN AT A MINIMUM DIMENSION OF 305MM (12") FROM FINISHED WALL TO C/L OF OUTLET.

SUPPLY NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.

* DIMENSION SHOWN FOR LOCATION OF SUPPLY IS SUGGESTED.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2.

These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE BUILDING FACILITIES-CHECK LOCAL CODES.

To Be Specified:

- Color: White Bone Linen Black
- Seat: #5321.110 EverClean® Elongated Seat with Slow Close Snap-Off Hinges
- Supply with stop:



 BARRIER FREE

**CADET® PRO™ RIGHT HEIGHT®
ELONGATED TOILET 10" ROUGH-IN**

❑ 215AB.004

- Features the **Cadet® Flushing System**
- Vitreous china
- Low consumption (6.0 Lpf/1.6 gpf) toilet
- Trade exclusive tank
- PowerWash® rim scrubs bowl with each flush
- Robust metal trip lever & metal shank fill valve
- Includes EZ-Install Tools w/color match bowl caps
- EverClean® surface included
- 3" flush valve
- Fully-glazed 2-1/8" trapway
- 16-1/2" rim height for accessible applications
- 10" (254mm) rough-in
- Generous 9" x 8" water surface area
- Chrome finish trip lever is supplied
- 1,000g MaP Score** at 1.6 gpf
- 5 year warranty

- ❑ **3517A.101** Right Height® Elongated Bowl
❑ **4188B.004** Tank

Nominal Dimensions:

717 x 460 x 771mm (28-1/4" x 18-1/8" x 30-3/8")

Fixture only, seat and supply sold separately

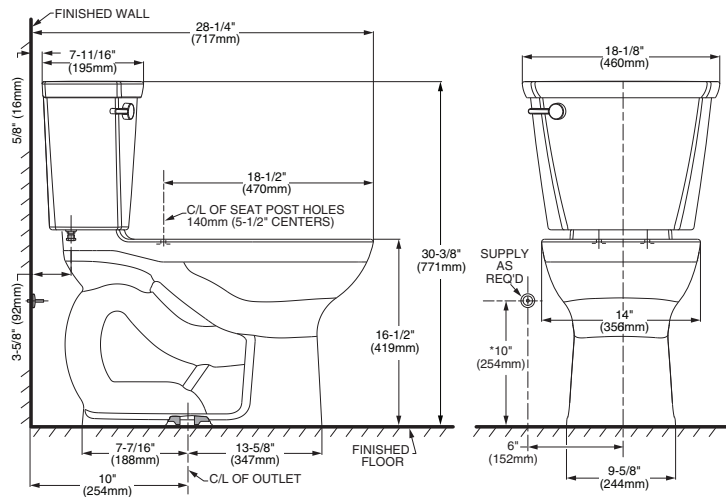
Alternative Tank Configuration Available:

- ❑ **4188B.005** Tank complete with trip lever located on right side

Compliance Certifications -

Meets or Exceeds the Following Specifications:
• ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures

** Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.



To Be Specified:

- ❑ Color: White Bone Linen
- ❑ Seat: #5321.110 EverClean® Elongated Seat with Slow Close Snap-Off Hinges
- ❑ Supply with stop:

NOTES:

THIS TOILET IS DESIGNED TO ROUGH-IN AT A MINIMUM DIMENSION OF 254MM (10") FROM FINISHED WALL TO C/L OF OUTLET. SUPPLY NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY. * DIMENSION SHOWN FOR LOCATION OF SUPPLY IS SUGGESTED.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE BUILDING FACILITIES-CHECK LOCAL CODES.



EXAMPLE CONTRACT

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ of _____ hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of _____ Dollars and _____ cents (\$ _____) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed _____ Dollars and _____ cents (\$ _____) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A**. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **B** and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

14. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

15. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

16. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

17. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

18. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

20. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

22. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

#

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Type or Print Name

Type or Print Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

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 AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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 can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, 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, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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 to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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 special circumstances.