


REPORT TO CITY COUNCIL

Approved by: 

Daniel Foss, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: December 16, 2020

Agenda Number: D-3

SUBJECT:

Madera Municipal Airport Runway 8-26 Runway Closure Markings

RECOMMENDATION:

Adopt a resolution approving agreement with Anderson Striping and Construction Inc. relating to the Madera Municipal Airport Runway 8-26 Closure Markings

SUMMARY:

Runway 8-26, commonly referred to as the cross-wind runway, is a restricted runway that the City has progressively worked to close for approximately 30 years. Today, it serves as a restricted runway for agricultural crop dusters. However, the Madera Municipal Airport is not receiving Federal Aviation Administration (FAA) funding for the runway and therefore it has not benefited from routine maintenance. This largely explains why the runway is not in ideal condition. As a result, in order to have the restricted runway reflected on our airport permit as a closed runway, Cal-Trans, Division of Aeronautics, has notified the City that it must apply proper runway closure markings.

The planned abandonment of Runway 8-26 can be found in the 2015 Madera Countywide Airport Land Use Compatibility Plan (ALUCP). The 2015 ALUCP presented the plan to officially abandon Runway 8-26 once its agricultural aerial applicator lease expired in 2019. On May 18, 2020, the FAA granted the Airport access to deactivate the 8-26 runway via a Letter of Deactivation also known as a 7480. These changes were discussed amongst the Airport Advisory Commission during August 26, 2015 and December 10, 2020 meetings.

It is noted that no modifications to the principal runway are anticipated, sans future enhancements to ensure that it continues to serve the local aviation community.

DISCUSSION:

To obtain the most cost-efficient firm to perform the job, Public Works obtained three bids from vendors during February of 2020. Based on the bids, it was recommended based on cost that the contract be awarded to Anderson Striping (see Table 1). The project would take approximately three days to complete. The process would include pre-existing striping removal, application of a seal coat, and installation of yellow X markings along the runway and taxiway. Worth noting is that the project will not commence until April or May 2020 due to inclement weather.

Table 1: Vendor Bid Totals	
Anderson Striping	\$15,325.00
T&T Pavement Markings	\$21,360.00
California Striping Service	\$23,555.00

FINANCIAL IMPACT:

This agreement will be financed by funds previously allocated in the Airport Operations Contracted Services budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

ALTERNATIVES:

Council may:

- Not to approve the Madera Municipal Airport Runway 8-26 Runway Closure Markings.
- Request that staff reject the bids and request additional bids.

ATTACHMENTS:

1. Resolution
2. Map of Runway Closure
3. Anderson Striping and Construction Inc. Agreement
 - a. Exhibit A-Scope of Work
 - b. Exhibit B-Insurance Requirements

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE AGREEMENT WITH ANDERSON STRIPING
AND CONSTRUCTION INC. RELATING TO MADERA MUNICIPAL AIRPORT
RUNWAY 8-26 CLOSURE MARKINGS**

WHEREAS, the City determined in 2015 that Runway 8-26 would be abandoned once its agricultural aerial applicator lease expired in 2019; and

WHEREAS, the City has identified the need finalize the closure of runway 8-26 by applying runway closure markings; and

WHEREAS, the City engaged in a three bid process in order to select a service provider; and

WHEREAS, the City received three bids in response to its requests from three different service providers; and

WHEREAS, Anderson Striping has been identified as a firm having the necessary experience and qualifications to runway closure marking services; and

WHEREAS, the cost of service will be \$15,325; and

WHEREAS, the marking of runway 8-26 will enable the closure of the runway to be reflected on the Airport's permit from Cal-Trans, Division of Aeronautics.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the agreement with Anderson Striping and Construction Inc. relating to Madera Municipal Airport Runway 8-26 Closure Markings. A copy of the agreement is attached as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

* * * * *

Map of Runway 8-26 Closure



**AGREEMENT BETWEEN THE CITY OF MADERA AND ANDERSON STRIPING &
CONSTRUCTION, INC., FOR MADERA MUNICIPAL AIRPORT RUNWAY 8-26 CLOSURE
MARKINGS**

THIS AGREEMENT is made on December 16, 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, (“City”) and Anderson Striping & Construction, Inc. (“Service Provider”).

RECITALS

- A. The City is in need of Runway Closure Markings services and issued a Request for Quotes.
- B. Service Provider submitted a quote and represents and warrants that it has the experience and qualifications to provide services under this Agreement.
- C. After review and consideration, City desires to retain Service Provider to provide said services.

AGREEMENT

NOW, THEREFORE, the parties incorporate the foregoing recitals and agree as follows:

- 1. Services. Service Provider agrees to perform the services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on April 1, 2021.
- 2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the service requirements set forth in Exhibit A titled “_Scope of Work_” attached hereto and incorporated by reference.
- 3. Compensation.
 - A. Payment. Service Provider shall provide an invoice to the City for Services completed. Compensation shall be made for Services identified in the invoice that the City in its sole discretion, concludes has been satisfactorily performed. Payment shall be made within thirty (30) calendar days of receipt of the invoice, unless the City notifies the Service Provider that a dispute as to the invoice exists. Compensation for this Agreement shall not exceed \$15,325.

- B. Payment Limited to Satisfactory Services. Payments to Service Provider by City shall not excuse Service Provider from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials, and services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Service Provider without delay at no cost to the City.
- C. Withhold Payments. If Service Provider fails to provide Services in accordance with Service Provider's obligation under this Agreement, the City may withhold any and all payments due Service Provider until such failure to perform is cured, and Service Provider shall not stop work as a result of the City's withholding of payments as provided herein.
- D. Audit and Inspection of Records. Service Provider agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Service Provider will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Service Provider shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Service Provider shall include the same audit and inspection rights and record retention requirements in all subcontracts.

4. Effective Date and Term of Agreement. This Agreement shall be effective on December 16, 2020 and shall continue in full force and effect through May 31, 2021, unless otherwise terminated earlier by one of the parties pursuant to Section 7 of this Agreement.

5. Independent Contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent

contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider's performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement

6. Insurance and Indemnity

6.1. Indemnification and Waivers. Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

6.2. Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as Exhibit "B".

7. Termination.

7.1 This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Service Provider shall be compensated for services

performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

7.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- a. An illegal use of funds by Service Provider;
- b. A failure by Service Provider to comply with any material term of this Agreement;
- c. A substantially incorrect or incomplete report submitted by Service Provider to City.

In no event shall any payment by City or acceptance by Service Provider constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Service Provider the repayment to City of any funds disbursed to Service Provider under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

All notices shall be mailed to the City:

City of Madera
Public Works
1030 South Gateway
Drive
Madera, CA 93637

To Service Provider:

Anderson Striping & Construction, Inc.
P.O. Box 1014
Kingsburg, CA. 93631

8. Compliance with Laws.

8.1 Laws Incorporated by Reference. Service Provider will comply with all applicable federal, state, and local laws in performing this Agreement. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement. Service Provider represents and warrants to the City that it has and will keep in effect during the term of this Agreement all licenses (including but not limited to, the City Madera business license), permits, and approval of whatever nature which are legally required to perform Service Provider's services.

- 8.2 Prevailing Wages. Service Provider shall comply with State of California prevailing wages laws.
- 8.3 Conflict of Interest. By executing this Agreement, Service Provider certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
- 8.4 Proprietary Information. In the performance of Services, Service Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Service Provider, such information must be held by Service Provider in confidence and used only in performing the Agreement. Service Provider shall exercise the same standard of care to protect such information as a reasonably prudent Service Provider would use to protect its own proprietary or confidential information.
- 8.5 Nondiscrimination Requirements. Service Provider shall comply with all state and federal laws in the administration of this Agreement.
- 8.6 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.
- 8.7 Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

9. GENERAL PROVISIONS

- 9.1 Notices. All notices and communications from the Service Provider shall be to Public Works Operations Manager. All written notices shall be provided and addressed as indicated above.
- 9.2 Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.
- 9.3 Entire Agreement. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions. Any changes to this Agreement requested by either City or Service Provider may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.
- 9.4 Attorney's Fees. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court.
- 9.5 Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.
10. Governing Law, Jurisdiction, Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.
11. Waiver. In the event that either party waives any breach of this Agreement, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other term, condition, or obligation.
12. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to the effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
13. Counterparts. This Agreement may be executed in counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall be effective upon transmission by any Party to the other parties of a fully signed facsimile copy of the Agreement after the formal approval by the governing body of the City. In case of any conflict, the counterpart maintained by the City shall be deemed to be determinative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF MADERA

NAME

By: _____
Santos Garcia, Mayor

By: _____
Anderson Striping & Construction,

Inc.

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

EXHIBIT A



CA #900497 – NV #56351A - OR #183320 – WA #ANDERSC920L5 – UT #10906540-5501

PAVEMENT MAINTENANCE PROPOSAL

PROJECT:
Runway 8-26 Closure Markings

4020 Aviation Dr
Madera, CA 93637

Proposal Number: 9442

Proposal Date: 11/13/2020

CLIENT:
City of Madera
1030 South Gateway Drive
Madera, CA 93637
bmack@madera.gov
(559)-662-4943

PREPARED BY:
Erick Anderson
Estimating Coordinator
Anderson Striping & Construction
eanderson@andersonstriping.com
559-897-2760

Scope of Work:

**Total Proposal Price:
\$15,325.00**

Project Estimated Time of Completion: 3 Working Days – **(Weekday)**

Striping Removal (Grind and Seal) Grind and Remove:

(2) R Letters (62'x22' each) (1,364 SF each)

(1) Runway Threshold Bar (150'x10') (1,500 SF each) 170' LF of Taxiway
Centerline (6" wide)

(Total of 4,700 SF)

Seal Coat

Prepare approximately **4,700' SF** of asphalt surface area for seal coat by sweeping and removing all loose debris and dirt.

Apply ACE asphalt based emulsion to area of striping removal (4,700 SF)

Striping

Prepare surface for striping by air sweeping area of work. Layout using chalk and machine mounted lasers to achieve high quality marking.

Striping scope includes the NEW installation of pavement markings as designated below:

(5) Runway X Markings (1,500 SF each) (Yellow)

(3) Taxiway X Markings (275 SF each) (Yellow)

Please note: Anderson exclusively uses only top of the line industrial coatings. We utilize a solvent based paint, the premium material, on most jobs. Some projects require waterborne paint, another premium product, to be utilized – these include striping on new asphalt or concrete surfaces and when the ambient temperature exceeds 90 degrees during installation. Paint durability on concrete surfaces is not guaranteed.

Glass Beads not included in base price (Not specified on bid documents) To add Type 2 Glass Beads to all striping, add \$725.00

To add Type 3 Glass beads to all striping, add \$6,077.00

Bid is based off of plans dated December 2019 Bid includes Prevailing Wages

Proposal Notes, Inclusions and Exclusions:

This proposal **INCLUDES** all traffic control for the area of work. This encompasses all barricades, delineators, and flagmen as needed to protect the work area until the project is completed.

This proposal **INCLUDES** a 1 year warranty on all products. This warranty applies to workmanship or abnormal product deficiencies. This warranty does NOT cover normal wear and tear, whether due to traffic or other conditions, and it does not cover acts of vandalism or damage by the public.

This proposal **INCLUDES** Davis Bacon Prevailing Wages.

This proposal EXCLUDES any work not expressly listed or defined. Please review thoroughly and communicate any changes prior to acceptance of this proposal. Client satisfaction is our top priority!

This proposal EXCLUDES bonds, fees, testing, engineering, CASp ADA reporting, irrigation, landscaping, and weekend or overtime work unless explicitly noted. Anderson Striping & Construction Inc is not responsible for unforeseen damage to utilities or irrigation caused by work. Anderson Striping & Construction, Inc. does not guarantee the ADA compliancy of existing ADA parking areas. Anderson Striping & Construction, Inc. is not responsible for seal, paint or other material tracked or damaged by any other person than Anderson employees.

Construction area must be free and clear of any obstructions before we commence work. Additional time onsite caused by client delay or site discrepancies including but not limited to extensive cleaning or job prep will result in additional mobilization fees of **(\$2,500.00)** per day

This proposal is based on the prices and availability of resources, and is good for 30 days from the date proposed. Payment is due upon completion work. All pages of this document in it's entirety must be received prior to scheduling.

Proposal Agreement: We hereby propose to furnish and install the labor, material, equipment, supervision, tools and insurance to complete the scope of work in a thoroughly workmanlike manner for the scope agreed upon above.

By signing below you are agreeing that the scope of work, prices, conditions and specifications listed herein are acceptable and are giving Anderson Striping & Construction, Inc. notice to proceed with the work as listed.

Total Price: \$15,325.00

Signed: _____
Anderson Striping & Construction, Inc.

Title: _____

Date: _____

Client Information Form

Onsite Contact: _____ Phone Number _____

Accounts Payable Contact: _____ Email: _____

Accounts Payable Phone Number: _____

Will a Purchase Order be needed for billing? Yes _____ PO# _____ NO _____

Will a New Vendor Setup be needed for billing? _____ Yes _____ No

Would you like invoice to be mailed, emailed or both? _____ Mailed _____ Emailed _____ Both

Client Billing Address:

Client Mailing Address (if different):

Payment is due and payable immediately upon completion of work unless otherwise specified and agreed upon herein. As normal business practices, if Anderson Striping & Construction, Inc. does not receive payment within 15 days of the completion of the project or within 15 days of the payment terms agreed upon we will send a preliminary notice Pursuant to California Civil Code § 8034 (a), 8102, 8110, 8106, 8200 et seq.

Payment Terms: Upon Completion

Customer Initial: _____

Anderson Striping & Construction. Inc. Initial: _____

PRELIMINARY INFORMATION:

Property Owner:

Lender: _____

Mailing Address: _____

Mailing Address: _____

EXHIBIT B

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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 by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.