

City of La Habra

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

"A Caring Community"

110 E. La Habra Boulevard
Post Office Box 337
La Habra, CA 90631
Office: (562) 383-4151
www.lahabraca.gov

REQUEST FOR PROPOSAL (RFP)

Dear Prequalified Bidder:

The prequalified contractors are invited to inspect the East Bishop Drive Storm Drain Improvements (Project) to determine the nature and extent of work necessary to complete the Project. The scope of work is detailed in the Plans and Specifications, as modified by this request based upon work already completed. The general scope of the Project includes but not limited to, demolition of open storm drain channel, installation of 72" RCP (4' in length), backfill, chain link fence, manhole, and asphalt street restoration.

The original contractor for this project was terminated by the City and the City has requested the bonding company to step in to complete this project. The City has not received a response agreeing to take over this project at this time from the surety. If you need any documents relating to the default of the original contractor to prepare your proposal, please make such a request within 24 hours.

All of the prequalified contractors that are invited to submit their bid have physically inspected the job site. Mike Bubalo Construction, as emergency contractor, has made progress with the original scope of the project in anticipation of the current rainstorm. Mike Bubalo has completed constructing the manhole on Bishop Drive and is continuing to lay the pipes downstream. They have also placed 4" thick PCC on the bottom of the channel in preparation for the rainstorm. As of today, the 72" RCP is at approximately STA 66+95.00.

The pipes will be purchased by the City and the bidder should reflect this on bid item #6 as installation, grouting, and backfill of the 72" RCP. The contractor will not be responsible for procuring or making payments on the pipes that are yet to be delivered. The continuation of this project is critical as we are currently in the wet season, so City requests the bidder to be able to mobilize within two days of Notice to Proceed.

RFP: East Bishop Drive Storm Drain Improvements

for

THE CITY OF LA HABRA

MIKE BUBALO CONSTRUCTION CO., INC.
5102 GAYHURST AVENUE, BALDWIN PARK, CA 91706

CSLB# 771279 Class A

CA DIR#1000001341 Expires June 30, 2025

Federal TIN# 95-4748450

Authorized Representative: Dave Sorem, President

Telephone: (626) 960-7787

Facsimile: (626) 960-7897

E-mail: info@bubalo.com

*I have read, understood, and agreed to all statements in this Request
for Proposals and acknowledge receipt and acceptance of all
addendums/amendments as well as to the terms, conditions, and attachments
referenced therein or attached thereto.*

ADDENDUM ACKNOWLEDGEMENT

No addenda were posted to the Planet Bids website at the time of submission.

CONTRACT PROVISIONS

Mike Bubalo Construction Co., Inc. has reviewed the scope of this RFP and are committed to the performance of the contract with the stipulated conditions noted within and have taken no exceptions to them.

DECLARATIONS

Mike Bubalo Construction Company and their officers have reviewed and agreed to all statements in this Request for Proposals and acknowledge receipt and acceptance of all addendums/amendments as well as to the terms, conditions, and attachments referenced therein or attached thereto.

Signature:

X 

Dave Sorem
President

BID SCHEDULE

EAST BISHOP DRIVE STORM DRAIN IMPROVEMENTS

PROJECT NO. 1-D-16

**MIKE BUBALO
CONSTRUCTION
CO., INC.**

BID SCHEDULE

CONTRACTOR:

ITEM	DESCRIPTION	EST. QTY OF WORK	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION (Not to exceed 5% of total bid)	1	LS	30,000.00	30,000.00
2	STORMWATER POLLUTION CONTROL BMP's	1	LS	20,000.00	20,000.00
3	TRAFFIC CONTROL, RESTRIPING & CONSTRUCTION PHASING	1	LS	15,000.00	15,000.00
4	CONSTRUCTION SURVEY & MONUMENTATION	1	LS	5,000.00	5,000.00
5	CONSTRUCT MANHOLE PER SPPWC 320-2	2	EA	40,000.00	80,000.00
6	CONSTRUCT 72" RCP COMPLETE IN PLACE. (THE PIPES SHALL BE 4FT IN LENGTH, EXCEPT AS REQUIRED FOR BENDS OR SPECIAL JOINTS)	285	LF	3,700.00	1,054,500.00
7	REMOVE AND CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB PER CITY STD R-14	454	SF	55.00	24,970.00
8	REMOVE AND CONSTRUCT CURB & GUTTER PER CITY STD R-13	80	LF	225.00	18,000.00
9	CONSTRUCT GRATING CATCH BASIN - ALLEY PER SPPWC 304-3, 1 GRATE.	5	EA	12,525.00	62,625.00
10	CONSTRUCT 12" HDPE PIPE	16	LF	325.00	5,200.00
11	CONSTRUCT JUNCTION STRUCTURE - PIPE TO PIPE PER SPPWC 332-2, CASE 2	5	EA	3,850.00	19,250.00
12	REMOVE CHAIN LINK FENCE & CONSTRUCT CHAIN LINK FENCE PER SPPWC 600-3 H=6'	530	LF	80.00	42,400.00

2. The Contractor shall be allowed **Sixty (60) calendar days** to complete construction of the 72" RCP, manhole, inlets, and backfill of the trench. This duration excludes restoration of existing landscaping/pavers/shrubs/fencing.
3. The Contractor shall be allowed **additional Thirty (30) calendar days** for the bid item 21, restoration of existing landscaping/pavers/shrubs/fencing. The specification's language of restoration's compensation being included in the various contract items of work no longer applies. This item covers all restoration items mentioned in the specifications that was damaged during construction by the original contractor and any new damage that may occur from the new contractor.
4. All bid quantities are estimated and for bidding purposes only, it may be increased or decreased at the discretion of the CITY. The provisions of Sections 3-2.2.2 and 3-2.2.3 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply.
5. The Bidder is in full understanding of the emergency work that is currently taking place with the completion of one manhole on Bishop Drive, additional pipes that has been installed and backfilled, and 4" thick concrete in the channel bottom. There are also rented items such as shoring, jacks, and plates that may be rolled over as rental in case of the Bidder accepting to use it. The Bidder may choose a different method of shoring, then the mobilization bid shall include removal of the existing shoring and any new appropriate shoring materials prior to construction. Bidders shall make the City aware in their proposal if they are proposing to remove the existing shoring as it may slow the progress of the construction.
6. By submitting its Proposal, Bidder acknowledges that it takes NO Exceptions to the terms of the RFP or underlying contract, including, but not limited to: Contract Schedule, warranty requirements pertaining to its work, etc.
7. Include a statement that no exceptions are taken to this RFP. Failure to note any exception will be interpreted to mean that no exception has been taken.

MIKE BUBALO CONSTRUCTION CO., INC.

CONTRACTOR



BY Dave Sorem

President

TITLE

November 20, 2023

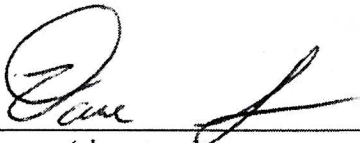
DATE

BIDDER'S INFORMATION

Contractor's License No. 771279 Expiration Date 11/30/2025

Classification of Contractor's License No. A

Contractor MIKE BUBALO CONSTRUCTION CO., INC.
(name of firm)

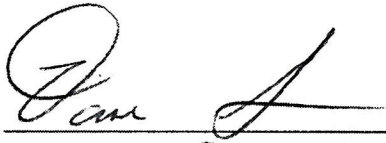
By  Dave Sorem, President
(signature) (title)

Business Address: 5102 GAYHURST AVENUE

BALDWIN PARK, CA 91706

Phone (626)960-7787

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

 November 20, 2023
Contractor Date
Dave Sorem, President
MIKE BUBALO CONSTRUCTION CO., INC.

CONTRACTOR'S DIR Public Works Registration No. 1000001341

REFERENCES

[Work similar in scope magnitude and degree of difficulty completed by Contractor within the past three (3) years.]

1. Name (Firm/Agency): City of Montebello
Address: 1600 W Beverly Blvd, Montebello, CA 90640
Contact Person: James Enriquez, P.E., Director, City Engineer Telephone No. 3238871462
Title of Project: As Need Repairs and New Construction
Project Location: Various Locations within the City of Montebello
Date of Completion: on going Contract Amount: \$ \$587,914 to date
2. Name (Firm/Agency): City of Los Angeles Bureau of Engineering
Address: 1149 S. Broadway, 6th Floor, Los Angeles, CA 90015
Contact Person: Hugo Rico Telephone No. (213) 485-4564
Title of Project: As Need Repairs and New Construction
Project Location: various locations within the City of Los Angeles
Date of Completion: on going Contract Amount: \$ 25,000,000
3. Name (Firm/Agency): City of La Habra
Address: 110 E. La Habra Blvd., La Habra, CA 90633
Contact Person: Albert Mendoza Telephone No. (562) 383-4151
Title of Project: Ridgehaven Drive Storm Drain Repairs
Project Location: 941 Ridgehaven Dr. La Habra CA
Date of Completion: August 2023 Contract Amount: \$ 350,000.00
4. Name (Firm/Agency): Los Angeles County Department of Public Works
Address: 900 S. Fremont Ave., Alhambra, CA 91803
Contact Person: Matt Jerge Telephone No. (626) 458-2593
Title of Project: As Needed Flood Maintenance Repairs
Project Location: various locations within LA County
Date of Completion: on going Contract Amount: \$ 5,000,000

If Contractor has not performed work for the CITY of La Habra within the last five (5) years, list all work done within said five years (attaché additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed
N/A		

Contractor's License No.: 771279 Class: A
 a. Date first obtained: 11/30/99 Expiration: 11/30/2025
 b. Has License ever been suspended or revoked? no
 If yes, described when and why: N/A
 c. Any current claims against License or Bond? no
 If yes, describe claims: N/A

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
<u>Mike Bubalo</u>	<u>RMO</u>	<u></u>
<u>Dave Sorem</u>	<u>President</u>	<u></u>
<u>Jason Bubalo</u>	<u>Secretary</u>	<u></u>
<u>Brad Sorem</u>	<u>Vice President</u>	<u></u>

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/ consultant and should be submitted with their bid/proposal. The CITY of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal- setting process.

Firm Name: MIKE BUBALO CONSTRUCTION CO., INC. **Phone:** 626 960-7787
5102 GAYHURST AVENUE, BALDWIN PARK, CA 91706
Address: _____ **Fax:** 626 960-7897

Contact Person: DAVE SOREM **No. of years in business:** 24 **Is**
the firm currently certified as a DBE under 49 CFR Part 26: YES: __ NO: **Type**
of work/services/materials provided by firm? ____
Excavation, shoring, pipe installation, backfill, base paving

What was your firm's Gross Annual receipts for last year?

Less than \$1 Million
Less than \$5 Million
Less than \$10 Million
 Less than \$15 Million
More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/ consultant and should be submitted with their bid/proposal. The CITY of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal- setting process.

Firm Name: <u>All American Asphalt, Inc.</u>	Phone: <u>(951) 736-7600</u>
Address: <u>400 E 6th St, Corona, CA</u>	Fax: <u>(951) 736-4671</u>
Contact Person: <u>Bob Loth</u>	No. of years in business: <u> </u> Is
the firm currently certified as a DBE under 49 CFR Part 26: YES: <u> </u> NO: <input checked="" type="checkbox"/> Type	
of work/services/materials provided by firm? <u> </u>	
<u>Asphalt Grind & Cap</u>	
<hr/>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
<input checked="" type="checkbox"/> More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: no Federal/State: no/no

If "yes", identify and describe, (including agency and status):

N/A

Have the penalties been paid? Yes/No: N/A

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: no Code/Laws: N/A Section/Article: N/A

If "yes", identify and describe, (including agency and status):

N/A

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: no

If yes, provide the following information (if more than once, use separate sheets): N/A

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

Yes/No: _____

NON-COLLUSION AFFIDAVIT
FOR
EAST BISHOP DRIVE STORM DRAIN IMPROVEMENTS
PROJECT NO. 1-D-16

(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)

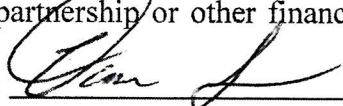
STATE OF CALIFORNIA)
) SS.
LOS ANGELES)
)

DAVE SOREM _____, being first duly sworn,

deposes and says that he is President
(sole owner, partner, president, secretary, etc.)

of MIKE BUBALO CONSTRUCTION CO., INC.

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham: that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: 

Title: President

Subscribed and sworn to before me

This _____ day of _____, 20__

SEE ATTACHED

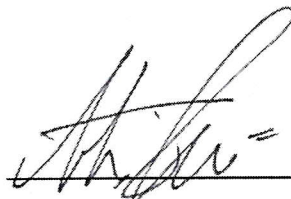
SEAL OF NOTARY PUBLIC

CALIFORNIA JURAT

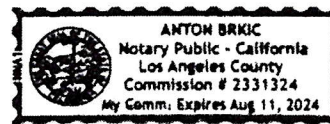
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles } ss.

Subscribed and sworn to (or affirmed) before me,
on this 20th , day of NOVEMBER, 2023
by Dave Sorem, proved to me on the basis of
satisfactory evidence to be the person(s) who
appeared before me.



Anton Brkic, Notary Public



(Notary Seal)

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California 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 said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor MIKE BUBALO CONSTRUCTION CO., INC.

By 

Title Dave Sorem, President

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has __, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT B

SCHEDULE OF PERFORMANCE

2. The Contractor shall be allowed **Sixty (60) calendar days** to complete construction of the 72" RCP, manhole, inlets, and backfill of the trench. This duration excludes restoration of existing landscaping/pavers/shrubs/fencing.
3. The Contractor shall be allowed **additional Thirty (30) calendar days** for the bid item 21, restoration of existing landscaping/pavers/shrubs/fencing. The specification's language of restoration's compensation being included in the various contract items of work no longer applies. This item covers all restoration items mentioned in the specifications that was damaged during construction by the original contractor and any new damage that may occur from the new contractor.
4. All bid quantities are estimated and for bidding purposes only, it may be increased or decreased at the discretion of the CITY. The provisions of Sections 3-2.2.2 and 3-2.2.3 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply.
5. The Bidder is in full understanding of the emergency work that is currently taking place with the completion of one manhole on Bishop Drive, additional pipes that has been installed and backfilled, and 4" thick concrete in the channel bottom. There are also rented items such as shoring, jacks, and plates that may be rolled over as rental in case of the Bidder accepting to use it. The Bidder may choose a different method of shoring, then the mobilization bid shall include removal of the existing shoring and any new appropriate shoring materials prior to construction. Bidders shall make the City aware in their proposal if they are proposing to remove the existing shoring as it may slow the progress of the construction.
6. By submitting its Proposal, Bidder acknowledges that it takes NO Exceptions to the terms of the RFP or underlying contract, including, but not limited to: Contract Schedule, warranty requirements pertaining to its work, etc.
7. Include a statement that no exceptions are taken to this RFP. Failure to note any exception will be interpreted to mean that no exception has been taken.

MIKE BUBALO CONSTRUCTION CO., INC.

CONTRACTOR



BY Dave Sorem

President

TITLE

November 20, 2023

DATE

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor.

Additional insured status shall continue for one (1) year after completion of the work.

- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference:
East Bishop Storm Drain Improvements, Project No.1-D-16
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of La Habra
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.