






BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

- 1. **BID**
Signed by Bidder
- 2. **BID BOND**
Enclosed 
- 3. **AFFIDAVIT OF NONCOLLUSION**
Enclosed 
Signed by Bidder
- 4. **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**
Enclosed 
Signed by Bidder
- 5. **SECTION 6: SIGNATURE AND LEGAL STATUS**
Enclosed 
Signed by Bidder
- 6. **SECTION 7: EXPERIENCE FORM**
Enclosed 

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

APPENDIX D

BID FORM

NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for **HAMEL PARK IMPROVEMENT PROJECT**,

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in 90 calendar days from the date of Notice To Proceed, in strict conformity with the Contract Documents, at prices indicated below.

1.0 TOTAL LUMP SUM BASE BID:

Three hundred and twenty-seven thousand, two hundred and fifty ⁰/₁₀₀ Dollars \$ 327,250.00

2.0 SUBCONTRACTORS:

Each bid shall have listed on the form provided herewith the name and location of the place of business of each subcontractor (and the subcontractor's State Contractor's License Number) who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or subcontractor licensed by the State of California who under subcontract to the bidder, will specially fabricate and install portions of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of 1/2 of 1 percent of the bidder's total bid. Each bid shall also have listed on the form the portion of work which will be done by each such subcontractor. The bidder shall list only one subcontractor for each such portion of work which will be done by each subcontractor as defined by the bidder in his bid.

NOTICE: Penalties for violations of the Subletting and Subcontracting Fair Practices Act will be enforced by the Owner for failure to list subcontractors as provided by that act.

Subcontractor's name, mailing address and telephone number and State Contractor's License Number.

Description of work to be subcontracted.

Commercial Fence Co.
5117 Scenic Dr.
Riverside CA #Ade0729
626-588-7255
Great Western Park & Playground
P.O. Box 97 Wellsville, VT
800-453-2735

Concrete
Fencing
playground equipment +
turf surface

Prontho Electric
8391 Hemlock Ave, Fontana
#154535 909-320-1004
Siapin Horticulture
9103 Perkins St, Pico Rivera
562-801-9722 #740818
WJ Lent Contracting Serv.
15825 E. Edna Pl. Irwindale
909-215-6293 #747170

Electrical
Landscaping Irrigation
Demo.

Respectively submitted,



BID BOND

WHEREAS, Oceanstate Development, Inc., hereinafter "Principal," has submitted a bid to the City of Beverly Hills (hereinafter, "City") for the **HAMEL PARK IMPROVEMENT PROJECT**;

AND WHEREAS, said Principal is required to furnish a bond in connection with said bid, to ensure that the Principal will enter into a contract with the City;

NOW, THEREFORE, we, the Principal and Developers Surety and Indemnity Company, as Surety, are held firmly bound unto the City in the sum of Ten Percent of Amount Bid Dollars (\$ 10% of Bid), this amount being not less than ten percent (10%) of the Bid Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal is awarded a Contract by said City and, within the time and in the manner required in the Contract Documents for said project, enters into the written form of Agreement bound with said Contract Documents and furnishes the required bonds and insurance, and performs all other obligations prerequisite to signing the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 3rd day of January 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal Oceanstate Development, Inc.

By *Rick Cardello* Rick Cardello
President

Surety Developers Surety and Indemnity Company

By *Pamela McCarthy*
Pamela McCarthy, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

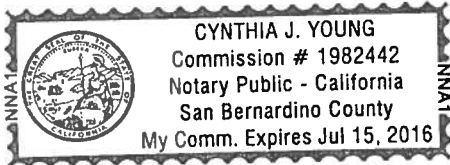
State of California
County of San Bernardino } ss.

On January 3, 2013 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young
Daniel Young, Senior Vice-President

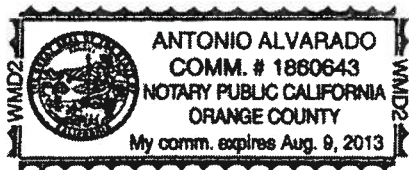
By: Steve A. Tvedt
Steve A. Tvedt, Vice-President



State of California
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 3 day of January 2013

By: Gregg Okura
Gregg Okura, Assistant Secretary

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status.** The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by Ocean State Development, Inc.
(Name of Firm)

Legal status of bidder: Please check the appropriate box

A. Corporation ; State of Incorporation California;

B. Partnership ; List Names _____

C. DBA ; State full name _____ DBA _____

D. Other ; Explain _____

Signature of Bidder [Signature] Title President
(Authorized Signature)

Signature of Bidder [Signature] Title President
(Authorized Signature)

Address 3034 W. Main St. City Allhambra Zip 91801

Telephone # () 626-293-8000

Signed this 16th day of January 2013

Bidder acknowledges receipt of the following Addenda:

<u>ADDENDUM NO.</u>	<u>BIDDER'S INITIALS</u>
<u>1</u>	<u>[Initials]</u>
<u>2</u>	<u>[Initials]</u>
<u>3</u>	<u>[Initials]</u>

SECTION 7: ADDITIONAL FORMS

7. Additional Forms

- a. Experience Form
- b. Affidavit of Non-Collusion
- c. Statement Acknowledging Obligation To Comply With California Labor Laws
- d. Bid Bond
- e. Faithful Performance Bond
- f. Payment Bond
- g. Certificate of Insurance
- h. Bidder's Check List

EXPERIENCE FORM

Bidders must complete the following Experience Form and submit all required information. Bidder's failure to fully complete the form or to adequately respond to the questions will render the bid non-responsive and are grounds for rejection by the City Council.

Bidders shall have experience in fountain construction for public facilities that are comparable to the work specified by this bid package, such as governmental, municipal or university facilities. City shall determine, in its sole discretion, what constitutes comparable projects.

LICENSING

- 1) List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers if applicable.

State: California
 Category: Corporation
 License: 931011
 Class: A, B

GENERAL EXPERIENCE

- 2) List the categories of work that your organization normally performs with its own forces.

i) Trades: Plumbing
site work

- 3) Claims and Suits: (if the answer to any of the questions below is yes, attach details)

- i) Has your organization ever failed to complete any work awarded to it? NO
- ii) Are there any judgment, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO
- iii) Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO
- iv) Has your organization ever been cited for violation in complying with the Prevailing Wage requirements?

- 4) Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, attach details)
NO
- 5) On a separate sheet, list the major construction projects your organization has in progress, giving the name of project, owner, contract amount, percent complete and scheduled completion date.
 - i) State total worth of work in progress and under contract: N/A
- 6) On a separate sheet, list the major irrigation projects your organization has completed in the past five years, giving the name of project, owner, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 7) On a separate sheet, list the cumulative experience and present commitments of the key individuals of your organization.

SPECIFIC QUALIFICATIONS

- 8) Within the last five years, list at least three (3) park improvement projects ~~exceeding \$500,000~~ your organization has completed involving public facilities/parks, which include similar trade categories. On a separate sheet, provide the owner, contract amount, date of completion of the projects listed.
 - i) Please see attached.
 - ii) _____
 - iii) _____

REFERENCES

- 9) Trade references: (provide on a separate sheet)

- 10) Bank references: (provide on a separate sheet)



Oceanstate Development, Inc.

3034 W Main St. Alhambra CA 91801 Phone: 626-293-8000 Fax: 626-293-8001

Largest Completed Projects

Project	Contract Amount	Owner	Contact Info.	Architect Info.	Duration	Final Contract	Final Duration
Pasadena High School Field Improvements	412,000.00	Pasadena USD 740 W. Woodbury Rd. Pasadena, CA	Gerald Schober 805-390-2962 schoberconst@earthlink.net	Pasadena USD Facilities LPA	63 Days April 2010	442,553.00	63 Days
Lawndale High School 14901 Inglewood Ave. Lawndale, CA	957,000.00	Centinela Valley Union High School District 14901 Inglewood Ave. Lawndale, CA	Jim Jobes 310-263-3700 jobesj@centinela.k12.ca.us	5161 California Ave. Suite 100 Irvine CA	54 Days Sept. 2011	1,101,999.10	54 Days



Oceanstate Development, Inc.

3034 W. Main St. Alhambra CA 91801 Phone: 626-293-8000 Fax: 626-293-8001

7 Rick Cardello

Over twenty years of construction experience, including overall project management and construction field supervision. Projects ranging from new commercial construction, interior renovations, school modernization site work, underground utility projects.

Marilyn Mangione

Over twenty years of construction experience, including overall project management. Projects ranging from new commercial construction, interior renovations, school modernization site work, underground utility projects. Including years in LAUSD.



Oceanstate Development, Inc.

3034 W. Main St. Alhambra CA 91801 Phone: 626-293-8000 F ax: 626-293-8001

Largest Completed Projects

Project	Contract Amount	Owner	Contact Info.	Architect Info.	Duration	Final Contract	Final Duration
Pasadena High School Field Improvements	412,000.00	Pasadena USD 740 W. Woodbury Rd. Pasadena, CA	Gerald Schober 805-390-2962 schoberconst@earthlink.net	Pasadena USD Facilities	63 Days April 2010	442,553.00	63 Days
Sierra Madre Upper Campus Installation of 10 portables bldg. Along with site work amenities.	768,000.00	Pasadena USD 740 W. Woodbury Rd. Pasadena, CA	Frazer Thompson 661-607-5891 frazer.thompson@icandi.com	PBWS 1040 Lincoln Ave. Suite 200 Pasadena, CA 626-432-5000	54 Days Nov. 2010	1,008,950.11	80 Days
66-12KV Grand Crossing Facility Site Excavation, Grading, and installation of block wall	486,787.45	City of Industry 15651 E. Stafford St. Industry CA 91744	Gerardo Perez 626-333-0336 gperez@cc-eng.com	CNC Engineering 255 N. Hacienda Ave. #222 City of Industry CA	60 Days April 2011	619,820.13	60 Days
Lawndale High School 14901 Inglewood Ave. Lawndale, CA	957,000.00	Centinela Valley Union High School District 14901 Inglewood Ave. Lawndale, CA	Jim Jobes 310-263-3700 jobesj@centinela.k12.ca.us	LPA 5161 California Ave. Suite 100 Irvine CA	54 Days Sept. 2011	1,101,999.10	54 Days



Oceanstate Development, Inc.

3034 W. Main St. Alhambra CA 91801 Phone: 626-293-8000 Fax: 626-293-8001

9.

Trade References

- Reference 1:** WJ Lent Contracting
Address: 15825 E. Edna Irwindale, CA 91706
Phone: 909-215-6293
Contact: Leo Hurtado
- Reference 2:** Siapin Horticulture
Address: 9103 Perkins St. Pico Rivera CA 90660
Phone: 562-801-9722
Contact: Dan Siapin or Gabe Siapin
- Reference 3:** S& S Fence
Address: 10232 Glendoaks Blvd. Pacoima CA 91331
Phone: 818-359-8830
Contact: Tom Sullivan

10.

Bank

- Bank:** Bank of the West
Account #: Checking: 716-067038
Address: 100 S. Garfield Ave. Alhambra CA 91801
Phone: Toll: 800-488-2265

**NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

State of California)

) ss.

County of Los Angeles)

Bick Cardello being first duly sworn, deposes and says that he or she is
President of Ocean State Dev. Inc. the party making the foregoing
bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or sham; that the 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, or that
anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any
overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against
the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in
the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay,
any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

Bick Cardello
NAME
President
TITLE
1-16-13
DATE

STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW

[Labor Code § 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776, by itself and all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that Contractor is responsible for compliance with Section 1777.5 and for the compliance of all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

California Labor Code Sections 1860 and 3700, provide that every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Date: 1-10-13

Signature: 