

SECTION 5: BIDDER'S BID

5. **Bidder's Bid.** The Bidder's Bid Form is provided in Appendix D hereto, and by this reference it is incorporated herein. This form must be completed by the bidder and submitted to the City as described in Section 1 above.

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 Schea Holdings Inc. dba: SignGroup/ Karman
(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 Schea Holdings Inc DBA
SignGroup/ Karman

D. Other ; Explain _____

Signature of Bidder  Title President
(Authorized Signature)



Signature of Bidder _____ Title _____
(Authorized Signature)

Address 9812 Independence Ave. City Chatsworth, CA Zip 91311

Telephone (818) 998-3636

Signed this 1st day of November 2012

Bidder acknowledges receipt of the following Addenda:

<u>ADDENDUM NO.</u>	<u>BIDDER'S INITIALS</u>
<u>1</u>	
<u>2</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 performing work 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. **Bidder's failure to meet the minimum specific qualifications required herein and accurately represent bidder's past project experience will render the bid non-responsive and are grounds for rejection by the City Council.**

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: CA
 Category: Electrical Sign Contractor
 License: 674001
 Class: C45

GENERAL EXPERIENCE

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

i) Trades: Sign Fabrication & Installation

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? No

- 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)

- 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: \$ 1,367,00^{NQ}

- 6) On a separate sheet, list the cumulative experience and present commitments of the key individuals of your organization. See Attached

SPECIFIC QUALIFICATIONS

- 7) Within the last five years, list at least three (3) projects exceeding \$500,000 your organization has completed involving public facilities, which include similar trade categories. On a separate sheet, provide the following project information for the projects listed:
 - (a) Project owner (municipal or governmental agency)
 - (b) Owner's representative (current contact information including phone number)
 - (c) Original contract amount
 - (d) Final contract amount (including all change orders)
 - (e) Contract start date (Notice to Proceed)
 - (f) Final date of completion
 - (g) List of similar trade categories

Project i) See Attached

Project ii) See Attached

Project iii) See Attached

REFERENCES

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

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

PROJECT LIST

<i>YR</i>	<i>CLIENT</i>	<i>CONTACT</i>	<i>PROJECT & JOB ADDRESS</i>	<i>CUMULATIVE CONTRACT ACCOUNT</i>
2012	Morley Construction 3350 Ocean Ave Santa Monica, CA 90405	Jaime Garcia 310-566-9346	Film Archives Preservation 26151 Rockwell Cyn Santa Clarita, CA	\$ 73,000.00
2012	UCI Medical Center 101 The City Orange, CA 92868	Ellen Khoudari 714-715-8357	Medical Center 101 The City Orange, CA	\$ 125,000.00
2012	Yesco 10235 Bellegrave Ave Jurrupa Valley, CA 91752	Steve Laddaga (909)923-7668	Cedars Sinai Advanced Health Sciences Pavilion & Parkway 127.S. San Vicente Los Angeles, CA	\$ 220,000.00
2012	Westmont College 955 La Paz Rd Santa Barbara, CA	Randy Jones 805-565-7048	Interior and exterior campus program	\$ 310,000.00
2012	St. Joseph Feurelca Hospital	Susan Adelsperger 707-445-8121	Interior Signs 2700 Dolbeer St	\$ 105,000.00
2012	Hensel Phelps Construction 18850 Von Karman Dr Irvine, CA 92612	Nick Roehr 619-906-4055	San Diego 501 W. Broadway San Diego, CA	\$ 412,000.00

2012	Mission Hospital 27700 Medical Center Mission Viejo, CA	Lars Galuppo 714-356-0137	Interior Signs Laguna Beach	\$ 169,000.00
2012	US Federal Court House Hensel Phelps Construction 501 W. Broadway San Diego, CA	Nick Roehr 619-906-4055		\$ 412,000.00
2011	Hathaway Dinwiddie Construction Co. 333 S. Grand Ave. Los Angeles, CA	Samuel Sun (213) 444-8525	USC Health Science Building	\$ 178,000.00
2011	St. Joseph Health System 27800 Medical Center Rd. Mission Viejo, CA 92691	Melissa McKinney (949) 365-2274	Mission Hospital Parking Structure 27700 Medical Center Rd. Mission Viejo, CA 92691	\$ 93,000.00
2011	C.W. Driver 468 N. Rosemead Pasadena, CA 91107	Brian Rush 626-351-8800 April Patterson (310) 645-0554	Loyola Marymount University 1 LMU Dr. Los Angeles, CA 90045	\$ 78,000.00
2011	Matt Construction 9814 Norwalk Blvd. Suite #100 Santa Fe Springs, CA 90670	Nathan Jarvis (818) 343-0416	Village Walk 18660 Ventura Blvd. Tarzana, CA 91356	\$ 95,000.00
2011	McCormick Construction 2507 Empire Ave. Burbank, CA 91504	Mike Cruz (818) 847-2112	Citrus Towers Riverside, CA	\$ 134,000.00

2011	Matt Construction 9814 Norwalk Blvd. Suite #100 Santa Fe Springs, CA 90670	Nathan Miller 424-204-9287	Parlay Garage & Street Signs 455 Crescent	\$ 220,000.00
2011	City Of Beverly Hills	Matt Construction Nathan Miller 562-903-2277 Cell 562-577-9733 City of Beverly Hills Alan Schneider Alan Rubenstein		\$ 165,000.00
2011	CSUN Valley Performing Arts Center Student Center Misc Projects	Ken Rosenthal Manager of Construction 818-677-7720		130,000.00 117,000.00 25,000
2010	Tishman Construction 9465 Wilshire Blvd. Beverly Hills, CA 90212	Tony Monteiro (310) 858-0350	Williams Morris Agency 265 Beverly Hills Dr. Beverly Hills, CA 90212	\$ 61,000.00
2010	St. Joseph Health System 27800 Medical Center Rd. Mission Viejo, CA92691	Melissa McKinney (949) 365-2274	Pavilion Interior Signage 27700 Medical Center Rd. Mission Viejo, CA 92691	\$ 116,000.00
2010	McCarthy Const. 20401 S.W. Birch St. Suite #300 Newport Beach, CA 92660	Mary Anne (760) 288-0541	Painted Hills Middle School 9250 Sonora Dr. Desert Hot Springs, CA 92240	\$ 74,000.00
2010	St. Joseph Health System 27800 Medical Center Rd. Mission Viejo, CA92691	Mike (949) 499-7232	Laguna Beach Parking Structure 31872 Coast Hwy. Laguna Beach, CA	\$ 173,000.00

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2010	Ware Malcomb 10 Eldelman Irvine, CA 92618	Debra Bryant (949) 660-9128	Mission Hospital Tower 1 27700 Medical Center Rd. Mission Viejo, CA 92691	\$ 57,000.00
2010	C.W. Driver 468 N. Rosemead Pasadena, CA 91107	Erin Olsen (818) 349-9497	CSUN Performing Arts 18111 Nordhoff Blvd. Northridge, CA 93300	\$ 57,000.00
2009	Hensel Phelps Construction 18850 Von Karman Ave. Suite #1000 Irvine, CA 92612	Julio Vasquez (323) 262-2926	East L.A. High School #1 1200 Plaza del Sol Los Angeles, CA90033	\$ 76,000.00
2009	TG Construction 119 Standard St. El Segundo, CA 90245	Dave Owens (310) 321-5911	MEPS/IT 1776 E. Grand Ave. El Segundo, CA 90245	\$ 50,000.00
2009	McCarthy Construction 20401 S.W. Birch St. Suite #300 Newport Beach, CA 92660	Tyler Kirk (818) 362-5829	Olive View Medical Center 14445 Olive View Dr. Sylmar, CA 91342	\$ 155,000.00
2009	C.W. Driver 468 N. Rosemead Pasadena, CA 91107	Sean Simundson (626) 387-5756	Azusa Pacific University 901 E. Alosta Azusa, CA 91702	\$ 139,000.00
2009	Rudolph & Sletten 16851 Hale Ave. Irvine, CA 92606	Matt Reel (949) 252-1919	Huntington Pavilion MOB 625 S. Fair Oaks Pasadena,CA 91105	\$ 121,000.00

2009	Sanders Const. 20331 Lake Forest Dr. Suite #C-2 Lake Forest, CA 92630	Annie Babcock (949) 951-6944	Huntington Pavilion Parking Structure 625 S. Fair Oaks Pasadena, CA 91105	\$	60,000.00
2009	C.W. Driver 468 N. Rosemead Pasadena, CA 91101	Tom Jones Vice President Sr. Project Manager 626-351-8800	Azusa Pacific University Science Center	\$	130,000.00
2008	McCormick Construction 2507 Empire Ave. Burbank, CA 91504	Mike Cruz (818) 847-2112	2300 Empire Office Bldg. 2300 Empire Ave. Burbank, CA 91504	\$	133,000.00
2008	Sign Industries 2101 Camarillo Privado Ontario, CA 91761	Steve Laddaga (909) 930-0303	Nokia Theatre 777 Chick Hearn Court Los Angeles, CA 90014	\$	310,000.00

Resumes

Michael Schackne President and Principal Owner of Signgroup/Karman.

- Mike has managed project development, estimating, fabrication and installation of sign systems for over 40 years.
- Founded Architectural SignGroup in 1993 and has consistently grown our client following and loyalty.
- In 2010 acquired Karman Ltd., and is integrating their top staff and fabricators into one strongly integrated company.

Jack Minden Director of Project Development

- Jack has been directly involved in all phases of architectural and environmental signing for over 42 years.
- He specializes in sign planning, codes and fabrication detailing with our design professional clients and General Contractor clients.
- Jack works closely with Property/Facility Managers, maintaining the integrity of the sign systems.

Julius Papay Director of Engineering

- Julius was a principal partner in Karman Ltd. and has over 45 years of experience sign materials and construction.
- He has earned a reputation for, being the designers “go to” for engineering details, and applying the proper material, that delights our design clients.

Arno Ford Furstenberg Director of Design

- Arno was General Manager and Design Director of John Follis and Associates for 13 years.
- He has continuously been involved in solving all levels of sign planning, design, fabrication and installation since 1970.

Sam Leone Director of Production and Scheduling

- Sam was Vice President controlling production and estimating for the original iconic Architectural Signing Inc. starting in the mid 1960s and has continuously been integral in getting projects produced and installed.
- His ability to organize and drive the production team to their dual goals of quality and time efficiency is legendary.

Brandi Alberts Project Manager

- Brandi has been juggling the myriad of details that comprise successful sign systems for 12 years.
- Customers appreciate her knack for working through the required detailed questions and being able to present them so it is easy for them to understand and decisions.
- Her well honed eye for detail and clear communication skills has made her the most complimented person both inside and outside our company.

November 1, 2012

Alan Schneider
City of Beverly Hills

Dear Alan,

Per your request please find attached Project List along with some photo sheets of projects we have been involved with over the past several years.

I am also giving you the names and phone numbers of some additional references that can speak in reference to our service and quality.

- Dan Condreay, Sr. Project Manager
Matt Construction
P: 805-497-7744
- Tom Jones, Sr. Project Manager
C.W. Driver
P: 626-351-8800
- Sherri Matsumoto, Graphic Designer
Cal Luthern University
P: 805-493-3137
- David Selna, Sr. Project Manager
Morley / Benchmark
P: 310-399-1600
- Debra Bryant, Studio Manager, Graphic Design
Ware Malcomb
P: 949-626-9180

If you need further references or additional information please contact me anytime.

Sincerely



Mike Schackne

YR	CLIENT	CONTACT	PROJECT & JOB ADDRESS	CUMULATIVE CONTRACT ACCOUNT
2011	City Of Beverly Hills	Matt Construction Nathan Miller 562-903-2277 Cell 562-577-9733 City of Beverly Hills Alan Schneider Alan Rubenstein	455 Crescent Beverly Hills, CA 91210	\$ 165,000.00
2012	US Federal Court House Hensel Phelps Construction 501 W. Broadway San Diego, CA	Nick Roehr 619-906-4055	501 W. Broadway San Diego, CA	\$ 412,000.00
2011	CSUN Valley Performing Arts Center Student Center Misc Projects	Ken Rosenthal Manager of Construction 818-677-7720	18111 Nordhoff St. Northridge, CA 91330	\$ 130,000.00 117,000.00 25,000.00 <hr/> \$272,000.00



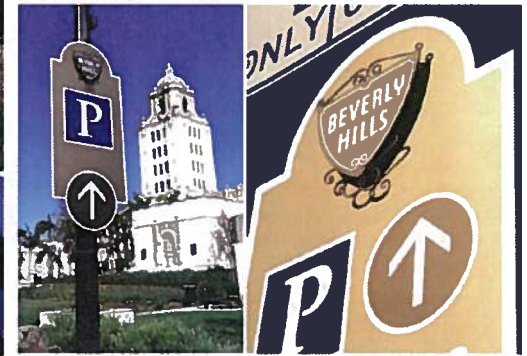
Civic Center Underground Garage
Beverly Hills, California

General Contractor
Matt Construction

Designer
Follis Design

Scope
Fabricate & install complete exterior & interior Sign Program for 3-level underground facility and Civic Center exterior pedestrian directional Sign Program

Monument sign is internally & halo illuminated with changeable Rate panel with granite base with paint-filled sandblasted address



SignGroup/Karman
Architectural Signs & Graphics

9812 Independence Ave. Chatsworth, CA 91311
P 818-998-3636 F 818-998-0758 E info@sgksigns.net



Ronald Reagan UCLA Medical Center
Los Angeles, California

Designer
SKA Design

Scope

Fabricate & install exterior & interior signs as well as a complete Donor program for the 10 floor state-of-the-art medical facility on the Westwood Campus



SignGroup/Karman
Architectural Signs & Graphics

9812 Independence Avenue Chatsworth, CA 91311
P 818.998.3636 F 818.998.0758 E info@sgksigns.net



**Cedars Sinai Medical Center,
Saperstein Tower**
Los Angeles, California

Client
Cedars Sinai Medical Center

General Contractor
Swinerton Builders

Architect
Langdon Wilson Architects

Scope
Fabricate and install complete interior
Sign Program for 10-story building addition



**Cedars-Sinai Medical
Office Towers
& Garages**
Los Angeles, California

Scope
Exterior Sign Program





9320 Wilshire Building
Beverly Hills, California

Client
Combined Properties

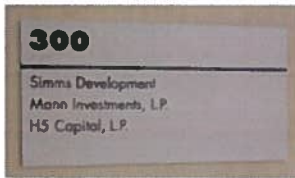
Designers
Arno Ford Furstenberg@AD/S

Scope
Fabricate and install complete exterior & interior Sign Program for 3-story Office Building & 3-level underground Parking

CP Brand for exterior & Reception signs are digitally printed with Brushed fabricated Stainless Steel letters



CP Brand for the interior signs etched panels or fabricated letters in Brushed Stainless Steel with digital prints



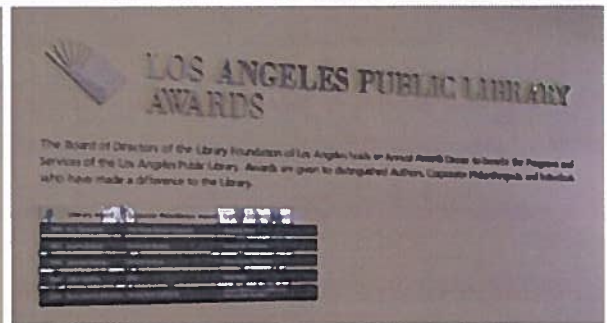
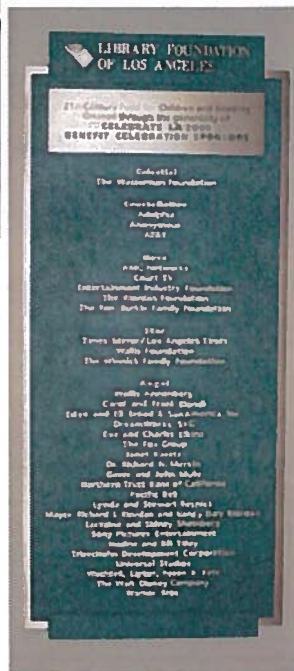
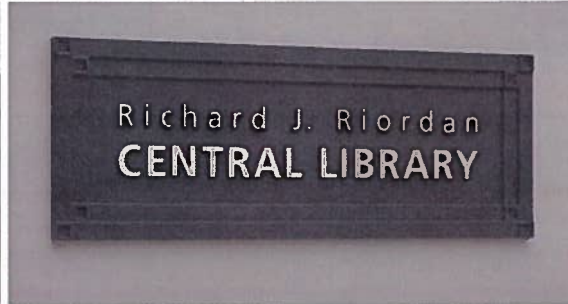
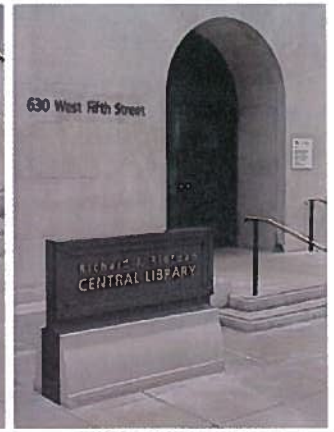
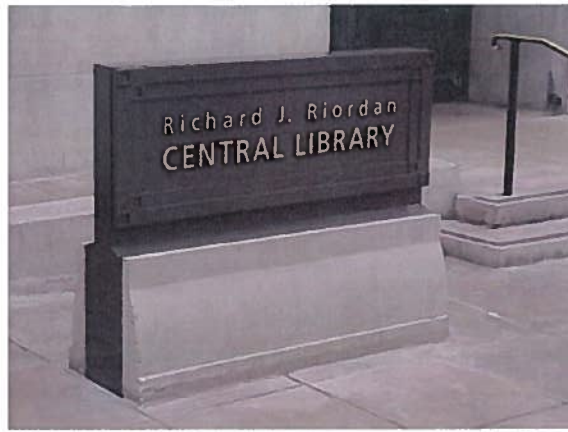


Los Angeles Public Library, Main Branch
Los Angeles, California

Client
Los Angeles Public Library & Library Foundation

Designer
Arno Ford Furstenberg@AD/S

Scope
Fabricate and install exterior identification and Donor signs



SignGroup/Karman
Architectural Signs & Graphics

9812 Independence Avenue Chatsworth, CA 91311
P 818.998.3636 F 818.998.0758 E info@sgksigns.net

TRADE REFERENCES:

Calsak
19801 S. Rancho Way, Unit B
Rancho Dominguez, CA 90220
Ph. (310) 928-4100
Fx. (310) 928-4111

Williams Engineering Co.
2001 Ontario St.
Burbank, CA 91505
Ph. (818) 848-6854
Fx. (818) 842-2774

Electric Interstate
2240 Yates Ave.
Commerce, CA 90040
Ph, (800) 225-5432
Fx. (323) 803-2019

McMaster-Carr
PO Box 7690
Chicago, IL 60680-7690
Ph. (562) 692-5911
Fx. (562) 695-2323

BANK REFERENCES:

CityBank
20520 Devonshire St.
Chatsworth, CA 91311
Contact: Janet Musgrove, Vice President
Ph: (818) 998-7882

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

State of California)
) ss.
County of Los Angeles)



Michael Schackne, being first duly sworn, deposes and says that he or she is President of SignGroup/ Karman 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.


Michael Schackne

NAME

President

TITLE

11-1-2012

DATE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 11/1/2022 before me, Brandi Renee Alberts
(here insert name and title of the officer)

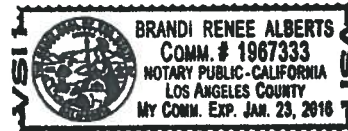
personally appeared Michael Schackne

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.

Brandi Renee Alberts
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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: 11-1-2012

Signature: 

BID BOND

WHEREAS, Schea Holdings Inc. DBA Signgroup/Karman, hereinafter "Principal," has submitted a bid to the City of Beverly Hills (hereinafter, "City") for the **CIVIC CENTER SIGNAGE 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 Philadelphia Indemnity Insurance Company, as Surety, are held firmly bound unto the City in the sum of Ten Percent of Total Amount Bid Dollars (\$ 10% of Total Amount 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 31st day of October 2012, 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 Schea Holdings Inc. DBA Signgroup/Karman

By [Signature]

Surety Philadelphia Indemnity Insurance Company

By [Signature]
Christine R. Boscacci, Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Sacramento

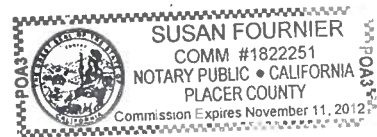
On October 31, 2012 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

personally appeared Christine R. Boscacci,
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  (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint, **Christine Boscacci and John T. Page, OF THE CITY RANCHO CORDOVA, STATE OF CALIFORNIA.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.



President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.


COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kesleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2012
Member, Pennsylvania Association of Notaries



Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of October 2011



Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

EXHIBIT I

Public Contract Code

ARTICLE 1.5. RESOLUTION OF CONSTRUCTION CLAIMS

§20104:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arises between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans and specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§20104.2:

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time a claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§20104.4:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

§20104.6:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

§20104.8:

(a) This article shall remain in effect only until January 1, 1994, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 1994, deletes or extends that date.

(b) As stated in subdivision (c) of Section 20104, any contract entered into between January 1, 1991, and January 1, 1994, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

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

CIVIC CENTER SIGNAGE 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 as specified herein 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

Item Description: Base Bid scope of work shall include all materials, fabrication and installation of new signs.

Bidder agrees to provide and install all base bid work as shown on the Drawings and described in the Specifications including General Conditions, licenses, permits, fees, taxes, overhead, bond and insurance for the total lump sum of:

\$ One Hundred Forty Two Thousand Four Hundred Eighty Three
Dollars (in words- printed)

\$ 142,483.00
Dollars (in figures)

NOTE: In the case of any discrepancy between words and figures, the words shall prevail.

2.0 ALTERNATE BIDS – None

3.0 UNIT PRICES – Bidder shall submit unit prices for the following sign types. City shall have the option to exclude any sign type from the contract, and Total Lump Sum Base Bid shall be adjusted accordingly to reflect such sign types to be omitted.

SIGN TYPE 01-01

\$ Eight Thousand Eight Hundred Forty Four \$8,844.00
Dollars (in words- printed) Dollars (in figures)

SIGN TYPE 01-02

\$ Six Thousand Three Hundred Twenty Seven \$6,327.00
Dollars (in words- printed) Dollars (in figures)

SIGN TYPE 02-01

\$ <u>Nineteen Thousand One Hundred</u>	<u>\$19,100.00</u>
Dollars (in words- printed)	Dollars (in figures)

SIGN TYPE 03-01

\$ <u>Sixteen Thousand Three Hundred Forty</u>	<u>\$16,340.00</u>
Dollars (in words- printed)	Dollars (in figures)

SIGN TYPE 04-01

\$ <u>Twenty Seven Thousand Seven Hundred Ninety Two</u>	<u>\$27,792.00</u>
Dollars (in words- printed)	Dollars (in figures)

SIGN TYPE 05-01

\$ <u>Twenty Six Thousand Ten</u>	<u>\$26,010.00</u>
Dollars (in words- printed)	Dollars (in figures)

SIGN TYPE 05-02

\$ <u>Twenty Six Thousand Ten</u>	<u>\$26,010.00</u>
Dollars (in words- printed)	Dollars (in figures)

SIGN TYPE 06-01

\$ <u>Eight Thousand Two Hundred Ninety Five</u>	<u>\$8,295.00</u>
Dollars (in words- printed)	Dollars (in figures)

SIGN TYPE 13-01

\$ <u>Two Thousand Four Hundred Six</u>	<u>\$2,406.00</u>
Dollars (in words- printed)	Dollars (in figures)

SIGN TYPE 14-01

\$ <u>One Thousand Three Hundred Fifty Nine</u>	<u>\$1,359.00</u>
Dollars (in words- printed)	Dollars (in figures)

4.0 TIME OF PERFORMANCE – Contractor proposes to complete the Work, including the accepted Alternatives, within the calendar days specified in the Bid Package, commencing from the Date of Notice To Proceed.

5.0 DESIGNATION OF SUBCONTRACTORS/SUPPLIERS

In accordance with the "Subletting and Subcontracting Fair Practices Act", Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall list below the dollar amount, name, location and trade of each Subcontractor or Supplier

who will perform work, labor, render service or provide and install material and/or equipment to the Contractor in the construction of the Work in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Bid (Example: one-half of one percent (0.5%) of a \$1,500,000 project is equal to \$7,500). Only one Subcontractor for each such trade shall be listed. If the Contractor fails to specify a Subcontractor for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work. For the convenience of the Contractor, rounding-off values to the nearest thousand dollars is permitted.

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

NOTES:

- (1) SUBMISSION PROCEDURES:
 - a. Upon submission of bid documents: Complete the forms as much as possible, but at a minimum include the Subcontractors/Suppliers name.
 - b. Incomplete forms turned in upon submission of Bids by Contractors will lead to the Bids of said Contractors being declared non-responsive.
- (2) Some of the trades listed may not be providing Work in excess of one-half of one percent (0.5%) of your Bid. In that case, indicate which trade the Work is to be included under.
- (3) In all cases, if the Work is to be provided by the General Contractor's (your) forces, indicate this by listing your company name in the space provided for the Subcontractor's name.
- (4) In accordance with requirements above, Contractor shall use the following form to list the Subcontractors or Suppliers:

DESIGNATION OF SUBCONTRACTORS/SUPPLIER FORM

CSI	TRADE	SUBCONTRACTORS/ SUPPLIERS NAME	LICENSE #
	Concrete	YD Concrete Construction	839200
	Granite	B & D Granite	775197

Respectively submitted,



Michael Schackne
President, SignGroup/Karman