

ADDENDUM #04 – ATTACHMENT “A”

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Bidder: Silver-Creek Industries, Inc Date: 5-29-12

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **County of Riverside Public Defender Remodel** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid (Volume #1) with Alternate #1 thru Alternate #5 (Course of Construction Insurance). Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

Addendum No. 1 Date 4-2-12
Addendum No. 2 Date 5-14-12
Addendum No. 3 Date 5-18-12
Addendum No. 4 Date 5-24-12

For the total **Base Bid (Volume #1)** (\$) 16,576,328.⁰⁰
Sixteen Million, Five hundred Seventy Six, Three hundred Twenty Eight dollars

Including Alternates #1 thru #5 (**Course of Construction Insurance**), all applicable taxes, permits, and licenses.

(Volume 1) Alternate #1 (**Deductive**) \$ (247,600.⁰⁰) July
Horizontal Sun Shade Louver System

(Volume 1) Alternate #2 (**Deductive**) \$ (223,600.⁰⁰)
Vertical Perforated Aluminum Sun Shade

(Volume 1) Alternate #3 (**Deductive**) \$ (425,000.⁰⁰)
Parking Garage Improvement Allowance (Allowance will be provided with Bid Addendum #3)

(Volume 1) Alternate #4 (**Deductive**) \$ (220,000.⁰⁰)
Window Washer Replacement Allowance (Allowance will be provided with Bid Addendum #3)

(Volume 1) Alternate #5 (**Deductive**) \$ (43,870.⁰⁰)
Contractor's Course of Construction Insurance

(Volume 2) Alternate #6 (**Additive**) \$ 381,812.⁰⁰
Voice & Data Infrastructure Improvements

DESIGNATION OF SUBCONTRACTORS (continued)

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>
Abatement	Absolute Anats	Placentria	A13625
Building Demo	3D Service Co	Placentria	25261872
Building Demo	Delta Demolition Service	Riverside	945505
Piling	Foundations Const. Inc	Oakley	270761
Rebar	Upland Const Co	Ontario	781317
Shotcrete	Structural Shotcrete Syst.	Santa Fe Springs	579272
Structural Concrete	IMAAC	Ontario	744267
Structural Concrete	Karr Const	Ontario	595709
Structural Steel	Remco	Bloomington	792482
Rough Carpentry	Sunset Design	Riverside	467714
Cabinetry	K42 Cabinet Inc	Ontario	319196
Insulation	MD Insulation Co	Alhambra	6231669
Built-up-roofing	Courtney Inc	Trvine	699236
Sheet metal-roofing	United Const.	San Bernardino	416125
Glass & glazing	Abundant Glazing Inc	Los Angeles	481983
Smoke guards	Smoke guard of Ca	Santa Fe Springs	952416
Drywall	Platinum Const. Inc	Anaheim	870864

DESIGNATION OF SUBCONTRACTORS (continued)

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>
Acoustical ceiling	CJ Chaney	Valencia	762715
Ceramic tiles	RDM tile Co	Oceanside	649587
Finish Flooring	New Image	San Bernardino	814454
Painting	Triumph Painting	Riverside	440957
Scaffolds	Safeway Sur Inc	San Diego El Cajon	944430
Window blinds	Steward & Son	Costa Mesa	528591
Fire sprinklers	Deart Eng Co	San Bernardino	372946
Building Plumbing	Continental Plumbing Inc	Mira Loma	399073
HVAC Main	Liberty Climate Control Inc	S. El Monte	327683
Building Electrical	Kim J Electric	Fuellerton	844894
Generators	Vog		
Antenna System	TD Communications	Riverside	433514
Fire Alarm	Piro Com	Huntington Beach	612153

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Silver Creek Industries, LLC
Type of Organization: Corporation
Signed By: [Signature]
Title of Signer: Secretary-Treasurer
Address of Bidder: 195 E. Morgan St
Peiris, CA
92571
Telephone No.: 951-943-5393
Contractor's License No.: 855259
Classification: B, C-10, C-27, C-36 Expiration Date: 3-31-13

Affix Seal if
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) ss.
County of Riverside)

Michael G. Rhodes, being first duly sworn, deposes and says:

That he or she is Secretary-Treasurer of Silver-Creek Industries, 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.

[Signature]
Signature

Subscribed and sworn to before me this 29th day of May, 2012.

[Signature]
Signature of officer administering oath



BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Silver Creek Industries, Inc., as Principal; and Western Surety Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of Bid Amount Dollars (\$ 10%) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside Public Defender Remodel, FM08240003992

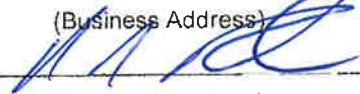
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 17th day of May, 2012, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Silver Creek Industries, Inc.
(Firm Name - Principal)
195 East Morgan Street, Perris, CA 92571

Affix Seal if
Corporation

(Business Address)
By 
(Original Signature)

Michael G. Rhoads Secretary-Treasurer
(Title)

Western Surety Company
(Corporation Name - Surety)
1455 Frazee Road, Suite 801, San Diego, CA 92108

Affix Corporate
Seal

(Business Address)
By 
(Original Signature) Charlotte Aquino, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On MAY 17 2012 before me, Sarah Myers, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charlotte Aquino
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 [Handwritten Signature]
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(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Surety Company

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Whitecage, Lilia Robinson, Charlotte Aquino, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of October, 2010.



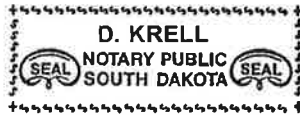
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of October, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this MAY 17 2012 day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2012 MAY 30 AM 9: 53

Silver-Creek Industries, Inc

195 E. Morgan Street

Perris, CA 92571

Clerk of the Board of Supervisors

1st Floor of the County Admin Center

4080 Lemon Street

Riverside, CA 92501

Bid Date: MAY 30, 2012

Bid Time: 9:00am

Project No: FM08240003992

Project Name: **Riverside Public Defender Remodel**

ADDENDUM #04 – ATTACHMENT “A”

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Bidder: Morillo Construction, Inc. Date: 5/29/12

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **County of Riverside Public Defender Remodel** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid (Volume #1) with Alternate #1 thru Alternate #5 (Course of Construction Insurance). Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

Addendum No. 1 Date 5/7/12
Addendum No. 2 Date 5/16/12
Addendum No. 3 Date 5/21/12
Addendum No. 4 Date 5/24/12

For the total **Base Bid (Volume #1)** (\$ ~~17~~¹⁶, 16,688,000)

JB
Seventeen
Sixteen

Million six hundred eighty eight thousand dollars,
Including Alternates #1 thru #5 (Course of Construction Insurance), all applicable taxes, permits, and licenses.

(Volume 1) Alternate #1 (Deductive) \$ 239,000
Horizontal Sun Shade Louver System

(Volume 1) Alternate #2 (Deductive) \$ 280,000
Vertical Perforated Aluminum Sun Shade

(Volume 1) Alternate #3 (Deductive) \$ 425,000
Parking Garage Improvement Allowance (Allowance will be provided with Bid Addendum #3)

(Volume 1) Alternate #4 (Deductive) \$ 220,000
Window Washer Replacement Allowance (Allowance will be provided with Bid Addendum #3)

(Volume 1) Alternate #5 (Deductive) \$ 28,000
Contractor's Course of Construction Insurance

(Volume 2) Alternate #6 (Additive) \$ 370,000
Voice & Data Infrastructure Improvements

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK SUBCONTRACTOR LOCATION LICENSE NO.

Selective Demo & Abatement Gamma Contracting S. El Monte, CA 780316

~~Site Concrete~~ (16)

~~Landscape & Irrigation~~ (12)

Building Concrete Danco Corp. Corona, CA 815238

~~Rebar~~ (2)

Grout Injection Tiling Foundation Constructors OAKLEY, CA 270261

Shotcrete Superior Gunite Lake View Terrace 370034

Supporting Steel
From Structure RAMCO Machining Bloomington, CA 792482 }

~~Structural Steel~~ (12)
~~Misc Metal Fab~~ (12)

~~Metal Railing~~ (12)

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PORTION OF THE WORK SUBCONTRACTOR LOCATION LICENSE NO.

Causework DHK Solutions Azusa, CA 853285

Insulation MD Insulation S. El Monte, CA 628629

Roofing Anning Johnson Industry, CA 652825

Doors/Frames/Hardware Design Hardware Los Angeles, CA 842N2

Sun shade, Window, Glazing, Curtain Wall Sarchco Ontario, CA 678457

Lath, Plaster, Dry wall ~~Sierra Lathing~~ ~~Rialto, CA~~ ~~(JD) 198103~~
 ~~Church & Larsen~~ ~~(JD) Irwindale, CA~~ ~~(P) 463467~~
 ~~Church & Larsen~~ ~~Irwindale, CA~~ ~~463467~~

Tile Stoneware Tile Northridge, CA 655710

Acoustical Ceiling Preferred Ceiling Brea, CA 705630

Flooring New Image San Bernardino, CA 814454

(JD) ~~Painting~~ MC Painting Vista, CA 695978
~~Painting~~ ~~Triumph Painting~~ ~~Riverside, CA~~ ~~480957~~

DESIGNATION OF SUBCONTRACTORS

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PORTION OF THE WORK SUBCONTRACTOR LOCATION LICENSE NO.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>
(DB) Jackboards			
Window Shades	Contract Decor	thousand palms, CA	646748
Fire Sprinkler	Sunland Fire Protection	Tujunga, CA	870688
Plumbing	Dan Worley Plumbing	Apple Valley	J38378
HVAC/EMS	Liberty Climate Control	S. El Monte	327683 (DB)
HVAC	Air Flow Mechanical	Walnut, CA	391410
Electrical/Low Voltage	DSP Electric	Corona, CA	928856
Fire Alarm	Fire com	Garden Grove, CA	708445
Alternate 1 & 2 Furniture	Engico	Ontario, CA	678457

DESIGNATION OF SUBCONTRACTORS

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<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder:	<u>Morillo Construction, Inc.</u>	
Type of Organization:	<u>Corporation</u>	
Signed By:	<u></u>	
Title of Signer:	<u>President</u>	
Address of Bidder:	<u>227 N. Holliston Ave.</u>	Affix Seal if
	<u>Pasadena, CA 91106</u>	Corporation
Telephone No.:	<u>626/796-3800</u>	
Contractor's License No.:	<u>326965</u>	
Classification: A,B	Expiration Date:	<u>3/31/13</u>

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS
IN LIEU OF MEETING
OF
MORILLO CONSTRUCTION, INC.**

The undersigned, constituting the directors of Morillo Construction, Inc., a California corporation (the "Corporation"), do hereby consent to the adoption of the following resolutions.

WHEREAS, the Corporation periodically receives proposals (the "Proposals") from government agencies, school districts, and other entities requesting the Corporation submit construction bids to connection with projects being developed by such agencies or entities;

WHEREAS, the Proposals require that any bids submitted by the Corporation be signed by a corporate officer or other persons of the bidding company who have been duly authorized by the bidding company to sign on its behalf;

RESOLVED, that any one (1) or more of the following persons are hereby authorized to sign on behalf of the Corporation on any bids submitted in the name of the Corporation:

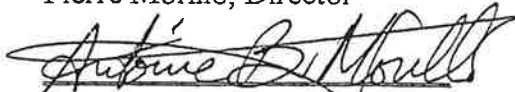
PIERRE MORILLO
BARBARA FUAD
ANTOINE B. MORILLO

This action is taken pursuant to authority granted in Section 307(b) of the California Corporations Code.

Dated: March 14, 2003



Pierre Morillo, Director



Antoine B. Morillo, Director

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) ss.
County of Riverside)

Antoine B. Morillo, being first duly sworn, deposes and says:

That he or she is President of Morillo Construction, 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.


Signature

Subscribed and sworn to before me this _____ day of _____, 2012.

See attached Jurat
Signature of officer administering oath

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 29th
day of May, 2012, by Antoine B. Mouillo

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

Barbara Fuad

BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Morillo Construction, Inc., as Principal; and *, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten percent of bid Dollars (\$ 10%) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside Public Defender Remodel

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 29th day of May, 2012, 2012, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Morillo Construction, Inc.

(Firm Name - Principal)

227 N. Holliston Ave., Pasadena, CA 91106

(Business Address)

By 

(Original Signature)

President

(Title)

* Safeco Insurance Company of America

(Corporation Name - Surety)

534 E. Badillo, Covina, CA 91723

(Business Address) Phil Vega, Attorney-in-Fact

By 

(Original Signature)

Affix Seal if
Corporation

Affix Corporate
Seal

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PHILIP E. VEGA, KEVIN E. VEGA, BRITTON CHRISTIANSEN, JADON H. SMITH, MYRNA SMITH,

all of the city of COVINA, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of MAY, 20 12.



By: David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call

ACKNOWLEDGMENT

State of California
County of Los Angeles

On 5/29/12 before me, Barbara Fuad, Notary Public
(insert name and title of the officer)

personally appeared Philip Vega
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 Barbara Fuad (Seal)



AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the County of Riverside Public Defender Remodel, in strict accordance with the Plans and Specifications dated March 2012 prepared by Holt Architects & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within four hundred eighty five (485) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$ _____) being the total of the base bid plus the following addenda: ____, ____, ____, _____. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: 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.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: _____
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: _____

Address: _____

Contractor's License No.: _____

Affix Seal if
Corporation

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation is organized under the laws of State of _____

Signature: _____

Title: _____

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2012 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of:

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2012.

(Firm Name - Principal)

(Business Address)

Affix Seal if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

Affix Corporate
Seal

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2012 for _____

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2012.

(Firm Name - Principal)

(Business Address)

Affix Seal if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

Affix Corporate
Seal

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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 this Contract.



Signature

Antoine B. Morillo

Principal

President

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

From: Morillo Construction, Inc.
227 N. Holliston Ave.
Pasadena, CA. 91106
License No. 326965

To: County Administrative Center
4080 Lemon St.,
Riverside, CA 92501

Riverside Public Defender Remodel

Due: May 30, 2012 @ 9:00 am

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2012 MAY 30 AM 8:57

2012 MAY 30 AM 8:57

ADDENDUM #04 – ATTACHMENT “A”

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Bidder: Mallcraft, Inc. Date: 5/30/12

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **County of Riverside Public Defender Remodel** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid (Volume #1) with Alternate #1 thru Alternate #5 (Course of Construction Insurance). Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

Addendum No. one Date 4/2/12
Addendum No. two Date 5/14/12
Addendum No. three Date 5/18/12
Addendum No. four Date 5/24/12

For the total **Base Bid (Volume #1)** (\$ 16,817,000.⁰⁰)
Sixteen million eight hundred seventeen dollars,
Including Alternates #1 thru #5 (**Course of Construction Insurance**), all applicable taxes, permits, and licenses.

(Volume 1) Alternate #1 (**Deductive**) \$ (240,000.⁰⁰)
Horizontal Sun Shade Louver System
(Volume 1) Alternate #2 (**Deductive**) \$ (220,000.⁰⁰)
Vertical Perforated Aluminum Sun Shade
(Volume 1) Alternate #3 (**Deductive**) \$ (425,000.⁰⁰)
Parking Garage Improvement Allowance (Allowance will be provided with Bid Addendum #3)
(Volume 1) Alternate #4 (**Deductive**) \$ (220,000.⁰⁰)
Window Washer Replacement Allowance (Allowance will be provided with Bid Addendum #3)
(Volume 1) Alternate #5 (**Deductive**) \$ (100,000.⁰⁰)
Contractor's Course of Construction Insurance

(Volume 2) Alternate #6 (**Additive**) \$ ~~400,000.⁰⁰~~ 500,000.
Voice & Data Infrastructure Improvements

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>
1. Demolition	Miller Env.	Anaheim	772797
2. Hazmat	Miller Env.	Anaheim	772797
3. Rebar	Upland	Ontario	481317
4. Concrete			
5. Shotcrete	Superior Gunite	Lakeview Terrace	370034
6. Piles	Foundation Constructors	Oakley	270761
7. Structural Steel	Kemco	Bloomington	792482
8. Casework/Countertops	M.V.C.	Poway	734086
9. Insulation	Alert	La Puente	746781
10. Roofing	Anning Johnson	Industry	652825
11. Doors/Frames & Hdwr	Estrada Hardware	Sylmar	646685
12. Sunshades/G & G	Henry's Glazework	Bermuda Dunes	831799
13. Mtl Studs/Plaster & Drywall	Platinum Const.	Anaheim	870864
14. Tile	Storeware Tile	Northridge	655510
15. Acoustical	Alert Insulation	La Puente	746781
16. Flooring	New Image	San Bernardino	814454

DESIGNATION OF SUBCONTRACTORS (continued)

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/□ of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>
17. Painting	mcPainting	Vista	695478
18. Window Treatment	Sheward & Sons	Costa Mesa	528591
19. Elevator	ThyssenKrupp	Anaheim	651371
20. Fire Sprinklers	Shard & Sons Allied	Costa Mesa Irvine	514420
21. Plumbing	Dan Worley	Apple Valley	538378
22. HVAC	Liberty Climate	S. El Monte	327683
23. Controls			
24. Electrical	Renes & Sons	San Fernando	817091
Information Tech	Renes & Sons	San Fernando	817091
25. Information Tech			
26. Fire Alarm	Fire Com	Garden Grove	708445

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder:	<u>Mallcraft, Inc.</u>	
Type of Organization:	<u>Corporation</u>	
Signed By:	<u></u>	
Title of Signer:	<u>President</u>	
Address of Bidder:	<u>P.O. Box 91983</u>	Affix Seal if Corporation
	<u>Pasadena, CA 91109</u>	
Telephone No.:	<u>626-398-3598</u>	
Contractor's License No.:	<u>243141</u>	
Classification: A, B	Expiration Date:	<u>9/30/13</u>

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) ss.
County of Riverside)

L. E. Hansen, being first duly sworn, deposes and says:

That he or she is President of Mallcraft, 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.



Signature

Subscribed and sworn to before me this 30th day of May, 2012.



Signature of officer administering oath



BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Mallcraft, Inc., as Principal; and Travelers Casualty and Surety****, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the Bid Amount Dollars (\$ 10% of the Bid Amount) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. ****Company of America

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside Public Defender Remodel

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 21st day of May, 2012, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Mallcraft, Inc.

(Firm Name - Principal)

2225 N. Windsor Ave., Altadena, CA 91001

(Business Address)

By [Signature]

(Original Signature)

(Title)

Travelers Casualty and Surety Company of America

(Corporation Name - Surety)

21688 Gateway Center Drive, Diamond Bar, CA 91765

(Business Address)

By [Signature]

(Original Signature) Brenda Wong, Attorney-in-Fact

Affix Seal if Corporation

Affix Corporate Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

MAY 21 2012

On _____ before me, Natalie K. Trofimoff, Notary Public, personally appeared Brenda Wong 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.

(seal)

Signature

Natalie K. Trofimoff

Natalie K. Trofimoff, Notary Public





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224307

Certificate No. 004727707

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeffrey Strassner, Cesar F. Javier, Natalie K. Trofimoff, Tenzer V. Cunningham, Patricia Talavera, and Brenda Wong

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of February, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

AGREEMENT FORM N/A

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the County of Riverside Public Defender Remodel, in strict accordance with the Plans and Specifications dated March 2012 prepared by Holt Architects & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within four hundred eighty five (485) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$ _____) being the total of the base bid plus the following addenda: ____, ____, ____, _____. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: 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.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: _____
If other than individual or corporation, list names of all members who have authority to bind firm.
_____, _____, _____, _____

Firm Name: _____
Address: _____
Contractor's License No.: _____

Affix Seal if
Corporation

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____
Name of Secretary of Corporation: _____
Corporation is organized under the laws of State of _____

Signature: _____
Title: _____
Owner: COUNTY OF RIVERSIDE

Signature: _____
Title: Chairman - Board of Supervisors
Attest: Clerk - Board of Supervisors
By: _____
Title: _____

PAYMENT BOND

N/A

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2012 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of:

_____.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2012.

(Firm Name - Principal)

(Business Address)

Affix Seal if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

Affix Corporate
Seal

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

PERFORMANCE BOND N/A

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2012 for _____.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2012.

(Firm Name - Principal)

(Business Address)

Affix Seal if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

Affix Corporate
Seal

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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 this Contract.



Signature

L. E. Hansen

Principal

President

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

RECEIVED RIVERSIDE
CLERK/REGISTRAR
2012 MAY 30 AM 8:58

Mallcraft, Inc.
P.O. Box 91983
Pasadena, CA 91109

County of Riverside
4080 Lemon Street
Riverside, CA 92501

Sealed Bid for:
Riverside Public Defender Remodel
Bids: May 24, 2012 @ 4:30 PM
30 9:00 AM

Mallcraft, Inc.
P.O. Box 91983
Pasadena, CA 91109

County of Riverside
4080 Lemon Street
Riverside, CA 92503

Sealed Bid for:
Riverside Public Defender Remodel
Bids: May 24, 2012 @ ~~1:30 PM~~
30 9:00 AM

ADDENDUM #04 – ATTACHMENT "A"

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Bidder: MTM CONSTRUCTION INC. Date: MAY 30, 2012

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **County of Riverside Public Defender Remodel** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid (Volume #1) with Alternate #1 thru Alternate #5 (Course of Construction Insurance). Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

Addendum No. 1 Date 04/02/2012
Addendum No. 2 Date 05/14/2012
Addendum No. 3 Date 05/18/2012
Addendum No. 4 Date 05/24/2012

For the total **Base Bid (Volume #1)** (\$ 16,980,000.00)

Sixteen Million Nine Hundred Eighty Thousand dollars,
Including Alternates #1 thru #5 (**Course of Construction Insurance**), all applicable taxes, permits, and licenses.

(Volume 1) Alternate #1 (**Deductive**) \$ 247,000
Horizontal Sun Shade Louver System

(Volume 1) Alternate #2 (**Deductive**) \$ 300,000
Vertical Perforated Aluminum Sun Shade

(Volume 1) Alternate #3 (**Deductive**) \$ 425,000
Parking Garage Improvement Allowance (Allowance will be provided with Bid Addendum #3)

(Volume 1) Alternate #4 (**Deductive**) \$ 220,000
Window Washer Replacement Allowance (Allowance will be provided with Bid Addendum #3)

(Volume 1) Alternate #5 (**Deductive**) \$ 106,000
Contractor's Course of Construction Insurance

(Volume 2) Alternate #6 (**Additive**) \$ 310,000
Voice & Data Infrastructure Improvements

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>
DEMO	PENHALL	ANAHEIM CA	568673
ASBESTOS ABATEMENT	Gama	Irwindale CA	780316
SHORING WORK	Foundation Const.	Oakley CA	270761
ASPHALT PAVING	Amcon	Industry CA	819852
LANDSCAPE W/ IRRIGATION	Nature Tech	Riverside CA	681207
CONCRETE	TK	SIERRA MADRE CA	611211
MASONRY	NDM	San Diego CA	630794
METALS	KSM	ALHAMBRA CA	920969
WOOD & PLASTIC	DHK	Azusa CA	852285
INSULATION	MD	El Monte CA	623669
ROOFING	Court Palm	Irvine CA	699236
DOORS & FRAMES	Design Hardware	Lancaster CA	242952
AUTO SLIDING DOOR	Pico	LA CA	732537
WINDOWS	"	"	"
CURTAIN WALL SYSTEM	GLAZCON	BERMUDA DUNES CA	831799
GYP. BD. SYSTEMS	C&L	Irwindale CA	463467

DESIGNATION OF SUBCONTRACTORS (continued)

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/100 of 1% of said total bid.


<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>	<u>LICENSE NO.</u>
TILE WORK	Stoneware	Northridge CA	655570
CEILING SYSTEM	Preferred	Brea CA	705630
VCT & CARPET	New Image	San Bernardino CA	814454
PAINTING	P2R	LA HABRA CA	960821
SIGNS	Camillon	Chatsworth CA	913241
WINDOW TREATMENT	EDI	Thousand Palms CA	646748
ELEVATOR CONTAINMENT SYSTEM	SG	Santa Fe Springs CA	952416
PLUMBING	NEW STAR	HACIENDA HEIGHTS CA	599932
HVAC	MEGA AIR	GARDENA CA	762347
FACILITY MANAGEMENT & CONTROL SYSTEM (FMCS)	Climatec	Riverside CA	929007
ELECTRICAL	JUNO	ALHAMBRA CA	925889
LOW VOLTAGE WORK			
FIRE SPRINKLER SYS.	PROTEK	N HOLLYWOOD CA	788713
SCAFFOLDING	STEEL CITY	MISSION VIEJO CA	952843
Fire Alarm	Fire Comm	Garden Grove CA	798445

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: MTM CONSTRUCTION INC.
Type of Organization: CORPORATION
Signed By:  HAC SONG LEE
Title of Signer: PRESIDENT
Address of Bidder: 16035 PHOENIX DRIVE
CITY OF INDUSTRY CA 91745

Telephone No.: 626-934-1112
Contractor's License No.: 645192
Classification: A,B,C10,C21, C33,C39,C46 Expiration Date: 04/30/2014

Affix Seal if
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) ss.
County of Riverside)

HAC SONG LEE, being first duly sworn, deposes and says:

That he or she is PRESIDENT of MTM CONSTRUCTION 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.

[Signature]
Signature

Subscribed and sworn to before me this 29th day of May, 2012.

[Signature]
Signature of officer administering oath



BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned MTM Construction, Inc.
, as Principal; and Western Surety Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of Total Bid Amount----- Dollars (\$ 10%) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the Riverside Public Defender Remodel Project No. FM08240003992

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 24th day of May, 2012, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

MTM CONSTRUCTION INC.

(Firm Name - Principal)

16035 PHOENIX DR. CITY OF INDUSTRY CA 91745

(Business Address)

By 

HAC SONG LEE

(Original Signature)

PRESIDENT

(Title)

Western Surety Company

(Corporation Name - Surety)

6300 Canoga Ave., Ste 1150W, Woodland Hills, CA 91367

(Business Address)

By 

(Original Signature) William Syrkin, Attorney-in-Fact

Affix Seal if Corporation

Affix Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, P. Bauer, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of March, 2011.



WESTERN SURETY COMPANY

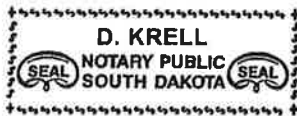
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of March, 2011, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of May, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

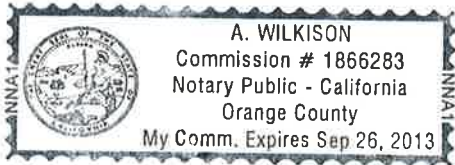
On 5/24/2012 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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: Bid Bond

Document Date: 5/24/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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



Signer Is Representing: Western Surety Company

Signer's Name: _____

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



Signer Is Representing: _____

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the County of Riverside Public Defender Remodel, in strict accordance with the Plans and Specifications dated March 2012 prepared by Holt Architects & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within four hundred eighty five (485) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$ _____) being the total of the base bid plus the following addenda: _____, _____, _____. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: 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.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: _____
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: _____

Address: _____

Contractor's License No.: _____

Affix Seal if
Corporation

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____
Name of Secretary of Corporation: _____
Corporation is organized under the laws of State of _____

Signature: _____
Title: _____
Owner: COUNTY OF RIVERSIDE

Signature: _____
Title: Chairman - Board of Supervisors
Attest: Clerk - Board of Supervisors
By: _____
Title: _____

TO BE PROVIDED UPON
AWARD OF CONTRACT

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2012 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of:

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2012.

(Firm Name - Principal)

(Business Address)

Affix Seal if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

Affix Corporate
Seal

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2012 for _____

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2012

(Firm Name - Principal)

(Business Address)

Affix Seal if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

Affix Corporate
Seal

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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 this Contract.



Signature

HAC SONG LEE

Principal

PRESIDENT

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)



CONSTRUCTION, INC.

16035 PHOENIX DRIVE
CITY OF INDUSTRY, CA 91745

TO:

CLERK OF THE BOARD OF SUPERVISORS
COUNTY ADMINISTRATIVE CENTER, 1ST FLR.
4080 LEMON STREET
RIVERSIDE, CA 92501

NAME: RIVERSIDE PUBLIC DEFENDER REMODEL
BID DEADLINE: 9AM, MAY 30, 2012

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2012 MAY 30 AM 9:54

NON-RESPONSIVE

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2012 MAY 30 AM 9:17

Scaled bid for:
Riverside Public Defender Remodel

Bid Opening:
May 30, 2012 9am

Submitted By:
Portrait Homes, Inc.
265 N. Joy Street, Suite 200
Corona, CA 92879
951/520-8898