

BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 12/5/13
 Bidder: Shepherd Construction

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Robert Presley Detention Center Housing Unit Retrofit Project,

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions;** and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ 281,980.00 (state in words) Two Hundred Eighty One Thousand Nine Hundred dollars
 and NO cents. and Eighty

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	<u>1</u>	Date:	<u>11/4/13</u>
Addendum No.	<u>2</u>	Date:	<u>11/26/13</u>
Addendum No.	<u>3</u>	Date:	<u>12/2/13</u>
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 Submission by Bidder. Within the time period set forth in Subparagraph 6.1.2.1, above, the successful Bidder shall deliver the required Performance Bond and Payment Bond to the County fully executed and issued by the Bidder's Surety(ies).

7.2.2 Execution of Bonds. Notary acknowledgements of the signatures of the Bidder and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond or Payment Bond on behalf of a Surety shall affix thereto a certified and current copy of the power of attorney authorizing such attorney-in-fact to execute same on behalf of such Surety.

ARTICLE 8 CONSTRUCTION CONTRACT

8.1 EXECUTION OF CONTRACT

The successful Bidder shall execute the Construction Contract in the form included in the Bidding Documents.

8.2 BOARD APPROVAL

The Construction Contract shall not be binding upon the County until it has been awarded by the Assistant CEO/EDA or Board of Supervisors, and executed by the Board Chair, or designee.

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
Alternate 1: Course of Construction Insurance	
Figures: \$ <u>900.00</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>Nine Hundred</u> Dollars <u>No</u> Cents	
Alternate 2: Insert description here	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	
Alternate 3: insert description here	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	
Alternate 4: insert description here	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	
Alternate 5: insert description here	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	

THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

Individual Bidder

Name of Bidder: Shepherd Construction

By: (Donald T. Shepherd)
(signature)

Print Name: Donald T. Shepherd

Title: Owner

Date: 12/5/13

Business Address: 25 Via Hacienda
Rancho Santa Margarita, CA
92688

Business Telephone: (949) 444-1992

Business Fax: (949) 713-1983

Business E-mail: dcshepherd@cox.net

Corporation Bidder

Corporate Name
of Bidder: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

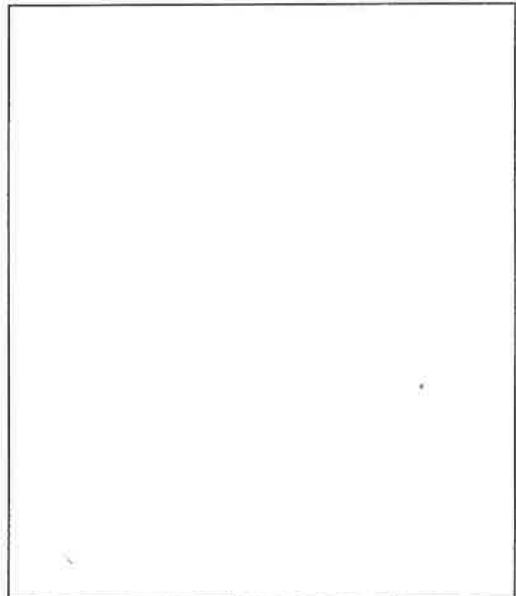
Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation



Partnership Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

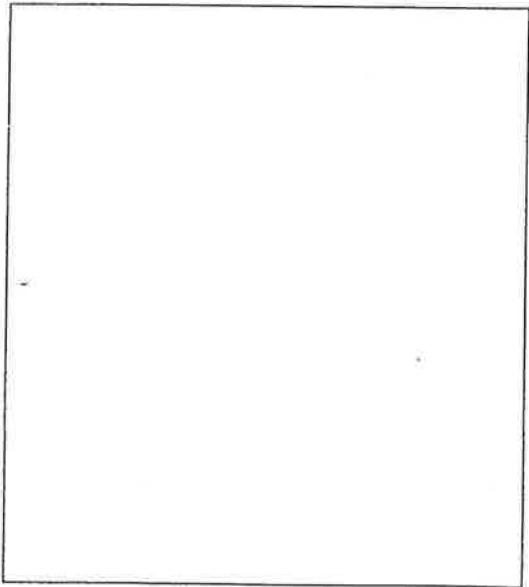
Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation



DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
Fencing/Guardrail	Landmark Fencing	Ontario, CA
Demolition	DSI Demolition Specialists	Corona, CA

Date: 12/5/13

Shepherd Construction
(Name of Bidder)

By: Donald J. Spier
(Signature of Bidder)

Address: 25 Via Hacienda
Rancho Santa Margarita, CA
92688

Phone: (949) 444-1992

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the owner of Shepherd Construction the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/5/13 [date], at Rancho Santa Margarita [city], California [state].

Donald T. Shepherd
[Signature of Declarant]

Donald T. Shepherd
[Printed Name of Person Signing]

Donald T. Shepherd
[Name of Bidder]

Owner
[Office or Title]

Iran Contracting Act
(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Institution (Printed) <i>Shepherd Construction</i>		Federal ID Number (or n/a)
By (Authorized Signature) <i>(Signature)</i>		
Printed Name and Title of Person Signing <i>Donald T. Shepherd - Owner</i>		
Date Executed <i>12/5/13</i>	Executed in <i>Rancho Santa Margarita, CA</i>	

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

BID BOND

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Shepherd Construction ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated December 5th 2013, in the amount of Ten Percent of the amount of the bid (\$10% of bid**) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: Robert Presley Detention Center Housing Unit Retrofit Project ("Project");

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

NOW THEREFORE, the Principal and Philadelphia Ins Cos ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten percent of amount of bid**** (\$10% of bid*****) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

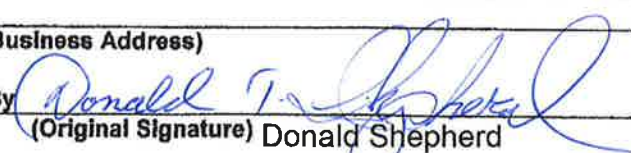
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any

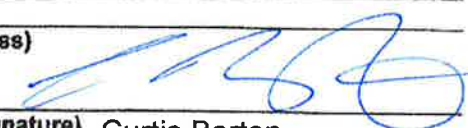
way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of December 5th, 2013 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Shepherd Construction
(Firm Name -- Principal)
25 Via Hacienda
Rancho Santa Margarita, CA 92688
(Business Address)
By 
(Original Signature) Donald Shepherd

Affix Seal if Corporation

(Title) Owner
Philadelphia Insurance Companies
(Corporation Name -- Surety)
231 St. Asaph's Rd Ste 100
Bala Cynwyd, PA 19004-0950
(Business Address)
By 
(Original Signature) Curtis Barton
ATTORNEY-IN-FACT

Affix Corporate Seal

Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached



**PHILADELPHIA
INSURANCE COMPANIES**

A Division of the Liberty Mutual Group

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: **Curtis Barton and James Barton OF Venture Pacific Insurance.**

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.

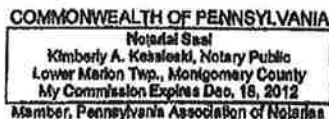


Christopher J. Maguire

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.



[Signature]

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 5th day of December 2013.

[Signature]

Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 12-5-13 before me, Kirsten Ninette Rosen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Curtis Barton
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: Kirsten N. Rosen
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Shepherd Construction
85 Via Paeivilla
Rancho Santa Margarita, CA
92688

Robert Dudley Detertion Center
Dorsey Unit Petropit

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2013 DEC -5 PM 1:49