

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

713



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
December 5, 2013

**SUBJECT:** East County Detention Center Site Preparation and Demolition Project – Approval of Construction Agreement and Project Budget, District 4, [\$8,251,799], East County Detention Center Budget

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached construction agreement between the County of Riverside and Hal Hays Construction, Inc. of Riverside, California, in the amount of \$6,271,318 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies; and

(Continued)

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: [Signature] 12/6/13

[Signature]

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 6,500,000	\$ 1,751,799	\$ 8,251,799	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** General Fund to be reimbursed by Bond Proceeds  
Budget Adjustment: No  
For Fiscal Year: 2013/14

**C.E.O. RECOMMENDATION:**

APPROVE

BY: [Signature]  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 12/16/13  
DATE  
Departmental Concurrence

By: [Signature]  
Stanley L. Sniff, Jr.  
Sheriff – Coroner - PA

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-13 of 11/26/13; 3-24 of 9/10/13 | District: 4/4 | Agenda Number:

**3-5**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency

**FORM 11:** East County Detention Center Site Preparation and Demolition Project – Approval of Construction Agreement and Project Budget, District 4, [\$8,251,799], East County Detention Center Budget

**DATE:** December 5, 2013

Page 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the project budget of \$8,251,799.

**BACKGROUND:**

**Summary**

On September 10, 2013, the Board of Supervisors approved the plans and specifications for the East County Detention Center (ECDC) Site Preparation and Demolition project and authorized the Clerk of the Board to advertise for bids. On October 10, 2013, 26 contractors attended a mandatory job walk for the project. On November 14, 2013, the bids were opened and Hal Hays Construction, Inc. was determined to be the lowest responsive and responsible bidder.

**Impact on Residents and Businesses**

Approval of the construction agreement and project budget will position the county to prepare the site for the construction of the ECDC facility to meet the states award of Assembly Bill 900. This effort will enhance public safety and provide job creation, thus providing a positive impact to area residents and businesses of Indio.

**Additional Fiscal Information**

The approximate allocation of the project budget is as follows:

<b>PROJECT BUDGET LINE ITEMS</b>	<b>PROJECT BUDGET</b>
Consultants	95,000
Construction	6,271,318
Temporary Chillers for Indio Jail	211,488
Temporary Generator for Indio Jail	447,667
Specialty Inspections and Testing	125,000
Riverside County Information Technology	25,000
Project Management	147,962
County Inspections	148,200
Printing and Advertising	10,000
Moving	15,000
Miscellaneous Fees and Permits	5,000
Project Contingency	750,164
<b>PROJECT BUDGET TOTAL</b>	<b>\$ 8,251,799</b>

(Continued)

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency

**FORM 11:** East County Detention Center Site Preparation and Demolition Project – Approval of Construction Agreement and Project Budget, District 4, [\$8,251,799], East County Detention Center Budget

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Page 3 of 3

**Additional Fiscal Information (Continued)**

Expenditures for FY 2013/14 are estimated at \$6,500,000; expenditures for FY 2014/15 are estimated at \$1,751,799. All costs associated with this project will be fully funded through the General Fund to be reimbursed by Bond Proceeds, thus no net county costs will be incurred. No budget increase is required at this time.

Attachment:

Construction Agreement with Hal Hays Construction, Inc.



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN  
COUNTY AND CONTRACTOR**

by and between

**HAL HAYS CONSTRUCTION, INC.**

(the "Contractor")

And

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

**SITE PREPARATION AND DEMOLITION FOR THE EAST COUNTY DETENTION CENTER  
PROJECT NO.: FM08110005546**

**82675 HIGHWAY 111, INDIO, CA 92201**

**STANDARD FORM OF CONSTRUCTION CONTRACT**  
**BETWEEN COUNTY AND CONTRACTOR**

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into on this 20<sup>th</sup> day of November, 2013 by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and **Hal Hays Construction, Inc.**, a general contractor ("Contractor") whose principal place of business is located at 4181 Latham Street, Riverside, CA 92501.

**ARTICLE 1**  
**DEFINITIONS**

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

**ARTICLE 2**  
**PERFORMANCE OF WORK**

**2.1 SCOPE OF WORK**

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**2.2 STANDARD OF PERFORMANCE**

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

**2.2.1** the requirements of the Contract Documents;

**2.2.2** the requirements and conditions of Applicable Laws;

**2.2.3** the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

**2.2.4** Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

**2.2.5** Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

**ARTICLE 3**  
**CONTRACT TIME**

**3.1 CONTRACT TIME**

**3.1.1 Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than one hundred seventy two **(172)** Days after the Date of Commencement.

**3.1.2 Final Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than fourteen (14) Days after the actual occurrence of Substantial Completion.

**3.1.3 Contract Adjustments.** The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

### **3.2 LIQUIDATED DAMAGES TO COUNTY**

**3.2.1 County's Right.** County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

**3.2.2 Per Diem Rate.** If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of Ten Thousand Dollars **(\$5,000)** per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

**3.2.3 Adjustment for Extensions of Time.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

**3.2.4 Partial Completion.** The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

**3.2.5 Remedies.** County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

**3.2.6 Not a Limitation.** County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

### **3.3. LIQUIDATED DAMAGES TO CONTRACTOR**

**3.3.1 Contractor's Right.** County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

**3.3.2 Daily Rate.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of One Thousand Dollars (\$1,000) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

**3.3.3 Payment by County.** A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

**3.3.4 Deleted Work.** A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

**3.3.5 Termination.** County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

**3.3.6 Exclusive Remedy.** Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

### **3.3.7 WAIVER BY CONTRACTOR.**

**CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.**

## **ARTICLE 4 CONTRACTOR COMPENSATION**

### **4.1 CONTRACT PRICE**

**4.1.1 Contract Price.** County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Six Million Two Hundred Seventy One Three Hundred Eighteen Dollars (\$6,271,318).

**4.1.2 Basis.** The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

**4.1.3 Adjustments.** The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

**4.1.4 All-Inclusive Price.** The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of

performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

**4.2 ALTERNATES**

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount

**4.3 UNIT PRICES**

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount

**ARTICLE 5  
ENUMERATION OF CONTRACT DOCUMENTS**

**5.1 LIST OF CONTRACT DOCUMENTS**

The Contract Documents include, without limitation, the following:

**5.1.1 Construction Contract.** The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

**5.1.2 General Conditions.** The Contract Documents include the  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

**5.1.3 Specifications.** The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON SEPTEMBER 10, 2013 AND INCORPORATED HEREIN.		

**5.1.4 Drawings.** The Contract Documents include the following Drawings dated text, 20xx, unless a different date is shown below:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' WITH LIST OF DRAWINGS INCLUDED IN SPECIFICATIONS APPROVED BY BOARD OF SUPERVISORS ON SEPTEMBER 10, 2013 AND INCORPORATED HEREIN.			

**5.1.5 Addenda.** The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
ADDENDUM #1	BID DATE EXTENSION	10/16/2013	2 (8.5" x 11")



ADDENDUM #2	PLAN REVISIONS	10/25/2013	85 (VARIOUS SIZES)
ADDENDUM #3	BID CLARIFICATIONS	11/01/2013	2 (8.5" x 11")
ADDENDUM #4	PLAN REVISIONS	11/07/2013	36 (VARIOUS SIZES)

**5.1.6 Reference Documents.** The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages
PROJECT SITE ORIGINAL PLAN AS-BUILTS AND RECORD DRAWINGS WITH SITE MAP	VARIOUS DESIGN FIRMS	2/20/1958 THROUGH 7/03/2012	948 (VARIOUS SIZES)
GEOTECHNICAL REPORT-CAC LAW LIBRARY	C.H.J. INCORPORATED	10/17/2008	71 (VARIOUS SIZES)
GEOTECHNICAL REPORT-ECDC SITE ORIGINAL	C.H.J. INCORPORATED	10/23/2012	212 (VARIOUS SIZES)
GEOTECHNICAL REPORT-ECDC SUPPLEMENTAL RECOMMENDATIONS FOR BASEMENT	C.H.J. INCORPORATED	4/09/2013	7 (VARIOUS SIZES)
ECDC ADDITIONAL RECOMMENDATION FOR DEMOLITION DESIGN	C.H.J. INCORPORATED	8/28/2013	6 (VARIOUS SIZES)
SITE HAZMAT-WORK PLAN FOR SOIL VERIFICATION SAMPLING	STANTEC	6/11/2011	6 (8.5" x 11")
SITE HAZMAT-SOIL CONFIRMATION SAMPLING REPORT-FORMER FLEET SERVICES GARAGE	STANTEC	11/20/2012	54 (VARIOUS SIZES)
SITE HAZMAT- PHASE I ESA - ECDC INDIO JAIL EXPANSION	STANTEC	1/18/2013	404 (8.5" x 11")
SITE HAZMAT - PHASE II ESA - FORMER FLEET SERVICES GARAGE	STANTEC	3/04/2013	128 (VARIOUS SIZES)
SITE HAZMAT - ECDC SOILS MANAGEMENT PLAN	STANTEC	08/12/2013	10 (VARIOUS SIZES)
BUILDING HAZMAT - INDOOR AIR QUALITY STUDY REPORT OF INDIO CAC BASEMENT	AMBIENT ENVIRONMENTAL, INC.	06/09/2006	13 (8.5" x 11")
BUILDING HAZMAT - UNIVERSAL WASTE SURVEY REPORT WITH SITE MAP	DEPARTMENT OF ENVIRONMENTAL HEALTH, OFFICE OF INDUSTRIAL HYGIENE	06/30/2013	23 (VARIOUS SIZES)
BUILDING HAZMAT - LEAD PAINT INSPECTION REPORT WITH SITE MAP	DEPARTMENT OF ENVIRONMENTAL HEALTH, OFFICE OF INDUSTRIAL HYGIENE	07/01/2013	55 (8.5" x 11")
BUILDING HAZMAT - AQMD ASBESTOS SURVEY WITH	DEPARTMENT OF ENVIRONMENTAL	07/02/2013	116 (8.5" x 11")

SITE MAP	HEALTH, OFFICE OF INDUSTRIAL HYGIENE		
CAC BASEMENT SMALL WATER SYSTEM - CAC BASEMENT INTERIOR BUILDING WELL LOCATION DIAGRAM	HOLT ARCHITECTS	10/07/2013	1 (8.5" x 11")
CAC BASEMENT SMALL WATER SYSTEM - CAC BASEMENT SITE WELL LOCATION DIAGRAM	HOLT ARCHITECTS	10/07/2013	1 (11" x 17")
ENVIRONMENTAL HEALTH - SMALL WATER SYSTEM PERMIT & INSPECTION REPORT	ENVIRONMENTAL HEALTH	9/17/2004	2 (8.5" x 11")
ENVIRONMENTAL HEALTH - DOMESTIC WATER SUPPLY PERMIT	ENVIRONMENTAL HEALTH	1/12/2005	3 (8.5" x 11")
IID APPROVED TEMPORARY POWER SEVICE FOR EXISTING JAIL	IMPERIAL IRRIGATION DISTRICT	9/30/13	1 (11" x 17")
IID REQUIREMENTS	IMPERIAL IRRIGATION DISTRICT	9/30/2013	26 (8.5" x 11")
ENVIRONMENTAL IMPACT REPORT	LSA	5/2013	361 (VARIOUS)

5.1.7 List Other Contract Documents, if any

## ARTICLE 6 SPECIAL REQUIREMENTS

### 6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed four (4) originals of this Construction Contract, on \_\_\_\_\_ [to be filled in by Clerk of the Board].

**[SIGNATURES ON FOLLOWING PAGE]**

**"COUNTY"**

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

**ATTEST:**

**KECIA HARPER-IHEM**  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(SEAL)

**APPROVED AS TO FORM:**  
**PAMELA J. WALLS**  
County Counsel

By: Marsha L. Victor 12/5/13  
Marsha L. Victor  
Principal Deputy County Counsel

**"CONTRACTOR"**

Hal Hays Construction, Inc.

\_\_\_\_\_  
*Hal Hays*  
(sign on line above)

By: Hal Hays  
(type name)

Title: President/CEO

The following information must be provided concerning the Contractor:

State whether Contractor is corporation, individual, partnership, joint venture or other:  
Corporation, S-Corp

If "other", enter legal form of business:

Enter address:  
4181 Latham Street  
Riverside, CA 92505

Telephone: 951-788-0703  
Facsimile: 951-788-1517  
Email: kbaca@halhays.com

Employer State  
Tax ID #: CA 428-8257-1

State Contractor License #: 667560

If Contractor is not an individual or corporation, list names of 4 representatives who have authority to contractually bind Contractor:

If Contractor is a corporation, state:  
Name of President: Hal Hays  
Name of Secretary: Lisa Frainee  
State of Incorporation: California

## DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of Hal Hays Construction, Inc. ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is CA 48-8257-1.
2. The Bidder's workers' compensation insurance policy number is A1CW93421305 and the name, address, and telephone number of the insurance carrier providing said insurance is: Old Republic General Insurance, Patriot Risk- 8105 Irvine Center Drive #400, Irvine, CA 92618 Ph- 949-486-7900.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle. Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>
See Attached List		A1CA93421300	Patriot Risk 8105 Irvine Center Drive #400 Irvine, CA 92618 Ph- 949-486-7900

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]: None

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<b>Total Number of Workers</b>	<b>Total Amount of Wages</b>	<b>Date(s) for Payment of Wages</b>
15	\$437,000.00	01-01-2014 through 08-01-2014

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<b>List of Independent Contractors</b>	<b>Current, local, state and federal contractor license identification number</b>
N/A	N/A

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent

contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 22nd day of November, in the year 2013 at Riverside, California.



\_\_\_\_\_  
(signature)

Hal Hays

\_\_\_\_\_  
Type Name of Signer:

Hal Hays Construction, Inc.

\_\_\_\_\_  
Type Name of Bidder:

Bond No. 58711033  
Premium: \$45,878.00

Duplicate Originals Supersedes Bonds Dated: November 20, 2013

Premium is for contract term and is subject  
To adjustment based on final contract price.  
Executed in: 5 Counterparts

Project No. FM08110005546

Bond No. 58711033

## **PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number FM08110005546 ("Contract") to the undersigned Hal Hays Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the following project: **SITE PREPARATION AND DEMOLITION FOR THE EAST COUNTY DETENTION CENTER, Project No.: FM08110005546**, which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Six Million Two Hundred Seventy One Thousand Three Hundred Eighteen and 00/100 Dollars (\$6,271,318.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through

its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

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.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, 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.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others. Signed and sealed on this 5th day of December, 2013



Hal Hays Construction, Inc.  
**(Firm Name – Principal)**

**Affix Seal if Corporation**

4181 Latham Street  
Riverside, CA 92501

**(Business Address)**

By   
**(Original Signature)**


Hal Hays, President/CEO  
**(Title)**

Western Surety Company  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

915 Wilshire Blvd, Suite 1650  
Los Angeles, CA 90017

**(Business Address)**

By   
**(Signature – Attached Notary,s Acknowledgment)**  
William Syrkin

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

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety,s Power of Attorney, must be included or attached**

# 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, 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 Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2012.



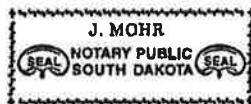
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of October, 2012, 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 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  
June 23, 2015



J. Mohr  
J. Mohr, 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 5th day of December, 2013.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**ACKNOWLEDGMENT**

State of California  
County of Riverside)

On December 6, 2013 before me, Evelyn Nevarez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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.*

**Further Description of Any Attached Document**

Performance Bond- Project # FM08110005546

Title or Type of Document: Site Preparation and Demolition for the East County Detention Center

Document Date: November 20, 2013 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER #1**  
Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
Top of thumb here

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Orange



On 12/05/2013 before me, R. Paramo, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ 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~~(e)~~, or the entity upon behalf of which the person~~(e)~~ 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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Performance Bond No. 58711033 Document Date: 12/05/2013

Number of Pages: Three (3) Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

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

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: Western Surety Company

Signer Is Representing: \_\_\_\_\_

Project No. FM08110005546

Bond No. 58711033

## **PAYMENT BOND**

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number FM08110005546 ("Contract") to the undersigned Hal Hays Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the following project: **SITE PREPARATION AND DEMOLITION FOR THE EAST COUNTY DETENTION CENTER, Project No.: FM08110005546;**

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Six Million Two Hundred Seventy One Thousand Three Hundred Eighteen and 00/100 Dollars (\$6,271,318.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond 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.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others. Signed and sealed on this 5th day of December, 2013

Western Surety Company  
**(Firm Name – Principal)**

4181 Latham Street  
Riverside, CA 92501

**(Business Address)**

By   
**(Original Signature)**


Hal Hays, President/CEO  
**(Title)**

**Affix Seal if Corporation**

Western Surety Company  
**(Corporation Name – Surety)**

915 Wilshire Blvd, Suite 1650  
Los Angeles, CA 90017

**(Business Address)**

By   
**(Signature - Attached Notary's Acknowledgment)**  
William Syrkin

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

**Affix Corporate Seal**

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached**

# 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, 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 Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2012.



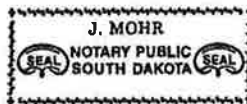
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of October, 2012, 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 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  
June 23, 2015



J. Mohr  
J. Mohr, 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 5th day of December, 2013.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**ACKNOWLEDGMENT**

State of California  
County of Riverside )

On December 6, 2013 before me, Evelyn Nevarez, Notary Public  
(insert name and title of the officer)

personally appeared Hal Hays  
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/it~~ executed the same in  
his/~~her/its~~ authorized capacity(~~ies~~), and that by his/~~her/its~~ signature(~~s~~) on the instrument the  
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



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.*

**Further Description of Any Attached Document**

Payment Bond- Project # FM08110005546

Title or Type of Document: Site Preparation and Demolition for the East County Detention Center

Document Date: November 20, 2013 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER #1**  
Top of thumb here

**RIGHT THUMBPRINT  
OF SIGNER #2**  
Top of thumb here

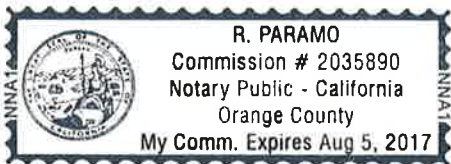


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California }  
County of Orange

On 12/05/2013 before me, R. Paramo, 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: [Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Payment Bond No. 58711033 Document Date: 12/05/2013

Number of Pages: Two (2) Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

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

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_  
Western Surety Company

Signer Is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Risk & Insurance Services 8105 Irvine Center Drive #400 Irvine, CA 92618	CONTACT NAME:	
	PHONE (A/C, No. Ext): (949) 486-7900	FAX (A/C, No): (949) 486-7950
www.patrisk.com	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Hal Hays Construction, Inc. 4181 Latham Street Riverside CA 92501	0G55454	NAIC #
	INSURER A : Old Republic General Insurance	24139
	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445
	INSURER C : AGCS Marine Insurance Company	22837
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 18410405


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	A1CG93421300	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp./Coll. Ded.	<input checked="" type="checkbox"/>		A1CA93421300	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			25083612	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	A1CW93421305 (For AZ, CA, NV, TX & HI)	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			MXI93011459	11/1/2013	11/1/2014	Scheduled Equipment: \$6,148,780 Lsd/Rntd: \$400,000 / Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Job #13206, Contract #FM08110005546, East County Detention Center, 82675 Highway 111, Indio, CA 92201 (Site Prep and Demo)  
 The County of Riverside; County of Riverside Economic Development Agency, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives including without limitation, the members of the board of supervisors, are named as additional insured as respects to ALL POLICIES per the endorsements attached. Waiver of subrogation applies to General Liability and Workers Compensation per the attached endorsements. \*30 days notice of cancellation, 10 days for non-payment of premium.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
The County of Riverside 82675 Highway 111 Indio CA 92201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	 Leonard E. Ziminsky

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ACORD 25 (2010/05)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance** afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: A1CG93421300

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)  
Operations  
Or Organization(s):**

**Location(s) of Covered**

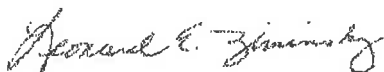
As required by written contract:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Hal Hays Construction, Inc.		
Policy Number	A1CG93421300	Endorsement No.	
Policy Period	11/1/2013 to 11/1/2014	Endorsement Effective Date:	11/20/2013
Producer's Name:			
Producer Number:			



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

11/20/2013

\_\_\_\_\_  
DATE

CG EN GN 0029 09 06

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/2013	Countersigned By: <i>Donald E. Ziminich</i>
Named Insured: Hal Hays Construction, Inc.	(Authorized Representative)

**SCHEDULE**

<p><b>Name of Person(s) or Organization(s):</b> Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	Hal Hays Construction, Inc.		
Policy Number	A1CW93421305	Endorsement No.	
Policy Period	11/1/2013 to 11/1/2014	Endorsement Effective Date:	
Producer's Name:			
Producer Number:			



\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

**WC 99 03 15 (09/06)**