

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 8690

THIS AGREEMENT, is made in quadruplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION, hereinafter called the "Contractor," WITNESSETH:

1 THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

FOR CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY  
NEAR CARMEL FROM CARMEL RIVER TO CARMEL VALLEY ROAD  
IN CALTRANS DISTRICT 5 ON ROUTE 1  
State Project No.: 05-0L5704

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications, dated 2015, and the Standard Plans, dated 2015, 2015, including latest issued revised Standard Specifications and revised Standard Plans, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION ON  
STATE HIGHWAY  
IN MONTEREY COUNTY  
NEAR CARMEL FROM CARMEL RIVER BRIDGE  
TO CARMEL VALLEY ROAD

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds required
- (f) Certificate of Insurance

(g) The accepted bid/proposal including the following:

- (1) List of Subcontractors
- (2) Equal Employment Opportunity Certification
- (3) Public Contract Code
  - Section 10285.1 Statement
  - Section 10162 Questionnaire
  - Section 10232 Statement
- (4) Noncollusion Declaration
- (5) Debarment and Suspension Certification
- (6) NonLobbying Certification For Federal-Aid Contracts
- (7) Disclosure of Lobbying Activities
- (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
- (9) Statement Concerning Employment Of Undocumented Aliens
- (10) Contractor's Certificate As To Worker's Compensation
- (11) Waiver For Payment Adjustment For Price Index Fluctuations
- (12) List of Satisfied Public Agencies
- (13) Exhibit 15-G Local Agency Bidder DBE Commitment  
(Construction Contracts)
- (14) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment  
(Construction Contracts)
- (15) Exhibit 15-H DBE Information-Good Faith Efforts
- (16) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

## 2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

## 3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

FOR CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY  
NEAR CARMEL FROM CARMEL RIVER TO CARMEL VALLEY ROAD  
IN CALTRANS DISTRICT 5 ON ROUTE 1  
State Project No.: 05-0L5704

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	014606	PLANT TREES	EA	102	170.00	17,340.00
2	024615	SHREDDED MULCH	CY	11	335.00	3,685.00
3	120090	CONSTRUCTION AREA SIGNS	LS	1	20,000.00	20,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	443,701.50	443,701.50
5	120116	TYPE II BARRICADE	EA	3	20.00	60.00
6	120120	TYPE III BARRICADE	EA	2	60.00	120.00
7	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	1,923	3.30	6,345.90
8	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	32,119	0.65	20,877.35
9	120182	PORTABLE DELINEATOR	EA	509	15.00	7,635.00
10	120199	TRAFFIC PLASTIC DRUM	EA	25	50.00	1,250.00
11	128601	TEMPORARY SIGNAL SYSTEM (LOCATION 1)	LS	1	325.00	325.00
12	128602	TEMPORARY SIGNAL SYSTEM (LOCATION 2)	LS	1	30,000.00	30,000.00
13	128652	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	15,000.00	15,000.00
14	129000	TEMPORARY RAILING (TYPE K)	LF	2,330	29.00	67,570.00
15	129110A	TEMPORARY ALTERNATIVE CRASH CUSHION	EA	7	4,000.00	28,000.00
16	130100	JOB SITE MANAGEMENT	LS	1	30,000.00	30,000.00
17	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	2,000.00	2,000.00
18	130310	RAIN EVENT ACTION PLAN	EA	5	150.00	750.00
19	130320	STORMWATER SAMPLING AND ANALYSIS DAY	EA	1	500.00	500.00
20	130330	STORMWATER ANNUAL REPORT	EA	2	500.00	1,000.00
21	130505	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	4	565.00	2,260.00
22	130530	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SQYD	9,100	1.40	12,740.00
23	130610	TEMPORARY CHECK DAM	LF	67	12.00	804.00
24	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	8	150.00	1,200.00
25	130640	TEMPORARY FIBER ROLL	LF	1,500	4.50	6,750.00
26	130650	TEMPORARY GRAVEL BAG BERM	LF	1,170	14.00	16,380.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
27	130660	TEMPORARY LARGE SEDIMENT BARRIER	LF	5,200	4.00	20,800.00
28	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	4	4,500.00	18,000.00
29	130730	STREET SWEEPING	LS	1	45,000.00	45,000.00
30	130900	TEMPORARY CONCRETE WASHOUT	LS	1	2,500.00	2,500.00
31	141000	TEMPORARY FENCE (TYPE ESA)	LF	2,800	3.00	8,400.00
32	141120	TREATED WOOD WASTE	LB	7,667	0.15	1,150.05
33	150605	REMOVE FENCE	LF	589	5.50	3,239.50
34	150711	REMOVE PAINTED TRAFFIC STRIPE	LF	7,300	1.20	8,760.00
35	150712	REMOVE PAINTED PAVEMENT MARKING	SQFT	380	2.40	912.00
36	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	7,600	1.20	9,120.00
37	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	435	2.40	1,044.00
38	150722	REMOVE PAVEMENT MARKER	EA	356	4.00	1,424.00
39	150742	REMOVE ROADSIDE SIGN	EA	32	100.00	3,200.00
40	150772	REMOVE CURB	LF	1,900	4.00	7,600.00
41	150661	REMOVE GUARDRAIL	LF	670	15.00	10,050.00
42	150668	REMOVE FLARED END SECTION	EA	1	750.00	750.00
43	150809	REMOVE CULVERT	LF	216	22.00	4,752.00
44	150821	REMOVE HEADWALL	EA	1	1,200.00	1,200.00
45	152291	RESET GATE	EA	2	2,725.00	5,450.00
46	152316	RESET ROADSIDE SIGN	EA	1	200.00	200.00
47	152390	RELOCATE ROADSIDE SIGN	EA	9	200.00	1,800.00
48	152440	ADJUST MANHOLE TO GRADE	EA	14	750.00	10,500.00
49	152441	ADJUST VALVE BOX FRAME AND COVER TO GRADE	EA	2	500.00	1,000.00
50	153123	REMOVE CONCRETE	SQYD	624	12.00	7,488.00
51	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	10,586	4.50	47,637.00
52	155231	CULVERT SLURRY-CEMENT BACKFILL	CY	5	1,000.00	5,000.00
53	160102	CLEARING AND GRUBBING	LS	1	50,000.00	50,000.00
54	190101	ROADWAY EXCAVATION	CY	16,666	35.00	583,310.00
55	190185	SHOULDER BACKING	TON	13	320.00	4,160.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
56	198010	IMPORTED BORROW	CY	5,750	0.01	57.50
57	200002	ROADSIDE CLEARING	LS	1	10,000.00	10,000.00
58	202006	SOIL AMENDMENT	CY	11	305.00	3,355.00
59	202037	ORGANIC FERTILIZER	LB	125	0.65	81.25
60	204099	PLANT ESTABLISHMENT WORK	LS	1	50,000.00	50,000.00
61	205061	ROOT PROTECTOR	EA	102	33.00	3,366.00
62	208000	IRRIGATION SYSTEM	LS	1	27,000.00	27,000.00
63	210300	HYDROMULCH	SQFT	30,306	0.10	3,030.60
64	210360	COMPOST SOCK	LF	1,454	10.00	14,540.00
65	210420	STRAW	SQFT	30,306	0.15	4,545.90
66	210430	HYDROSEED	SQFT	67,715	0.12	8,125.80
67	210600	COMPOST	SQFT	67,715	0.22	14,897.30
68	260203	CLASS 2 AGGREGATE BASE	CY	10,580	45.00	476,100.00
69	260303	CLASS 3 AGGREGATE BASE	CY	32	150.00	4,800.00
70	377501	SLURRY SEAL	TON	57	494.00	28,158.00
71	390132	HOT MIX ASPHALT (TYPE A)	TON	5,118	100.00	511,800.00
72	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,197	125.00	399,625.00
73	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	330	5.00	1,650.00
74	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	65	5.00	325.00
75	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	1,200	5.00	6,000.00
76	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	20	5.00	100.00
77	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	10	140.00	1,400.00
78	397005	TACK COAT	TON	8	1,250.00	10,000.00
79	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	25	1,650.00	41,250.00
80	560248	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	40	13.00	520.00
81	560251	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	27	21.00	567.00
82	566011	ROADSIDE SIGN - ONE POST	EA	30	250.00	7,500.00
83	566012	ROADSIDE SIGN - TWO POST	EA	3	325.00	975.00
84	568015	INSTALL SIGN (MAST-ARM HANGER METHOD)	EA	1	300.00	300.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
85	568036A	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED) FOR RETROREFLECTIVE SHEETING (TYPE XI)	SQFT	85	7.60	646.00
86	568038A	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED) FOR RETROREFLECTIVE SHEETING (TYPE XI)	SQFT	37	9.40	347.80
87	568042A	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED) FOR RETROREFLECTIVE SHEETING (TYPE XI)	SQFT	17	17.00	289.00
88	568044A	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED) FOR RETROREFLECTIVE SHEETING (TYPE XI)	SQFT	28	17.00	476.00
89	568048A	RETROREFLECTIVE SHEETING (TYPE XI)	SQFT	167	5.00	835.00
90	610300	CONCRETE BACKFILL (PIPE TRENCH)	CY	5	300.00	1,500.00
91	620100	18" ALTERNATIVE PIPE CULVERT	LF	1,040	70.00	72,800.00
92	620140	24" ALTERNATIVE PIPE CULVERT	LF	139	140.00	19,460.00
93	667013	28" X 20" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	90	145.00	13,050.00
94	700617	DRAINAGE INLET MARKER	EA	6	45.00	270.00
95	705315	24" ALTERNATIVE FLARED END SECTION	EA	1	1,000.00	1,000.00
96	705380	28" X 20" ALTERNATIVE FLARED END PIPE ARCH SECTION	EA	2	1,000.00	2,000.00
97	721028	ROCK SLOPE PROTECTION (NO. 2, METHOD B)	CY	12	400.00	4,800.00
98	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	41	11.00	451.00
99	730020	MINOR CONCRETE (CURB)	CY	26	1,000.00	26,000.00
100	730045	MINOR CONCRETE (GUTTER)	CY	8	1,000.00	8,000.00
101	730070	DETECTABLE WARNING SURFACE	SQFT	136	75.00	10,200.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
102	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	18	1,000.00	18,000.00
103	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	31	1,300.00	40,300.00
104	731511	MINOR CONCRETE (ISLAND PAVING)	CY	7	900.00	6,300.00
105	731516	MINOR CONCRETE (DRIVEWAY)	CY	8	1,150.00	9,200.00
106	731521	MINOR CONCRETE (SIDEWALK)	CY	25	1,400.00	35,000.00
107	731623	MINOR CONCRETE (CURB RAMP)	CY	10	1,900.00	19,000.00
108	733000	PRE/POST CONSTRUCTION SURVEYS	EA	2	3,100.00	6,200.00
109	750001	MISCELLANEOUS IRON AND STEEL	LB	3,345	2.00	6,690.00
110	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	590	25.25	14,897.50
111	820105A	COLLAPSIBLE BOLLARD	EA	1	2,150.00	2,150.00
112	820105B	FIXED BOLLARD	EA	2	1,400.00	2,800.00
113	820107	DELINEATOR (CLASS 1)	EA	5	40.00	200.00
114	820118	GUARD RAILING DELINEATOR	EA	5	35.00	175.00
115	832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	500	70.00	35,000.00
116	832017	MIDWEST GUARDRAIL SYSTEM (8' POST)	LF	65	70.00	4,550.00
117	832070	VEGETATION CONTROL (MINOR CONCRETE)	SQYD	300	115.00	34,500.00
118	839541	TRANSITION RAILING (TYPE WB-31)	EA	2	4,000.00	8,000.00
119	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1	4,200.00	4,200.00
120	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	2	3,400.00	6,800.00
121	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	20,174	0.80	16,139.20
122	840515	THERMOPLASTIC PAVEMENT MARKING	SF	2,041	4.00	8,164.00
123	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	670	3.00	2,010.00
124	860705	INTERCONNECTION CONDUIT AND CABLE	LS	1	41,000.00	41,000.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
125	861497	MODIFY SIGNAL AND LIGHTING (LOCATION 1)	EA	1	337,000.00	337,000.00
126	861498	MODIFY SIGNAL AND LIGHTING (LOCATION 2)	EA	1	175,000.00	175,000.00
127	999990	MOBILIZATION	LS	1	504,999.85	504,999.85
<b>TOTAL AMOUNT</b>						<b>4,731,210</b>





IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

**CONTRACTOR:**

TEICHERT CONSTRUCTION

(Name of Company)

By: 

Corp: Signature of Chair, President, or Vice-President

LLC: Signature of Managing Member

FRANCIS JOHNSON

Printed Name

Its: VICE PRESIDENT

Title

Date: 10/23/17

By: 

Corp: Signature of Secretary, Asst. Secretary, CFO,

Treasurer or Asst. Treasurer

LLC: Signature of Managing Member

RONALD L. GATTO

Printed Name

Its: EVP/CFO/ASST. SECRETARY

Title

Date: 10/24/17

**COUNTY OF MONTEREY:**

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

Name: Donald D. Searle

RMA Deputy Director of Public Works

Title: & Facilities

Dated: \_\_\_\_\_

**APPROVE AS TO FISCAL TERMS**

By: 

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 11-3-17

**APPROVE AS TO FORM**

By: 

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 10-30-2017

**RISK MANAGEMENT**

**APPROVE AS TO INDEMNITY/**

**INSURANCE LANGUAGE**

**APPROVED AS TO INDEMNITY/**

**INSURANCE LANGUAGE**

By: 

Name: Steven P. Matlock

Title: Risk Manager

Date: 11/7/17

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

A. TEICHERT & SON, INC., 3500 American River Drive, Sacramento, California 95864

I, ANNE S. HASLAM, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT ROCK PRODUCTS, TEICHERT READYMIX, TEICHERT CONCRETE PRODUCTS, TEICHERT TRANSIT MIXED CONCRETE, TEICHERT BULK TRANSPORTATION and TEICHERT WATERWORK SERVICES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on August 9, 2017 and as amended at a meeting held on October 2, 2017:

RESOLVED, That

	JUDSON T. RIGGS	President
and	MARY T. ROTELLI	Executive Vice President & Chief Operating Officer
and	RONALD L. GATTO	Executive Vice President, Chief Financial Officer & Assistant Secretary
and	ANNE S. HASLAM	Secretary

any two of whom acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Judson T. Riggs	President
Mary T. Rotelli	Executive Vice President & Chief Operating Officer
Ronald L. Gatto	Executive Vice President, Chief Financial Officer & Assistant Secretary
David A. Swartz	Executive Vice President
Dana M. Davis	Senior Vice President
Thomas J. Griffith	Senior Vice President
Robert A. DeRuiter	Vice President
A. Ed Herrnberger	Vice President
Francis C. Johnson	Vice President
Timothy B. Murphy	Vice President
Mark A. Nilsen	Vice President
Eric D. Stannard	Vice President
Anne S. Haslam	Secretary
Christopher M. McCaffree	Treasurer
Kathy Radley-Timberlake	Controller

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employees of this corporation:

Rick Czuleger	Senior Estimator, North Region
Jim Gallagher	Area Manager, Bay Area
Darryl Hansen	Senior Estimator, North Region
Clark J. Hulbert	Manager
Scott Lewis	Area Manager, North Region
Raul Ortiz	Area Manager, Central Valley
Bryan Ramirez	Area Manager, North Region
Ken Schardt	General Manager
Janez Seliskar	Chief Estimator, Fresno
Gordon Stout	Area Manager, South Valley
John W. Thomassen	Senior Estimator, Central Valley

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work;

RESOLVED FURTHER, That the following employee of this corporation:

Sean Collins	Credit & Contracts Manager
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is designated as attorney in fact of this corporation with full authority to execute credit agreements, credit settlement agreements, lien rights, contracts and other documents relating to the credit and contracts for this corporation.

DATED: 10/24/17

  
Anne S. Haslam  
Secretary of A. Teichert & Son, Inc.

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, A. Teichert and Son Inc. dba  
Teichert Construction as Contractor, a contract for the following project:

FOR CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY  
NEAR CARMEL FROM CARMEL RIVER TO CARMEL VALLEY ROAD  
IN CALTRANS DISTRICT 5 ON ROUTE 1  
State Project No.: 05-0L5704

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we A. Teichert and Son Inc. dba Teichert Construction, as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Four Million Seven Hundred Thirty One Thousand Two Hundred Ten and 00/100 Dollars (\$ 4,731,210.00), for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the contract by the County of Monterey, the County of Monterey having performed its obligation

under the contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 20th day of October, 2017, 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.

(Corporate Seal)

A. Teichert and Son Inc. dba Teichert Construction

Principal

By

Name and Title FRANCIS JOHNSON - VICE PRESIDENT

(Corporate Seal)

Liberty Mutual Insurance Company

Surety

By

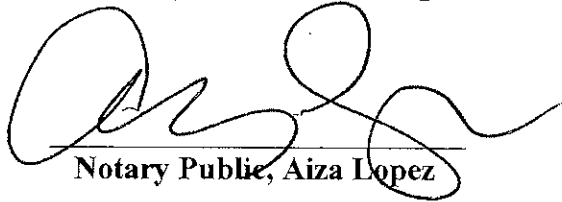
Name and Title Keri Ann Smith, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**  
COUNTY OF **Hartford**

On this 20<sup>th</sup> day of **October, 2017**, before me personally came **Keri Ann Smith**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Liberty Mutual Insurance Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.



Notary Public, Aiza Lopez

**AIZA LOPEZ**  
**NOTARY PUBLIC-153320**  
MY COMMISSION EXPIRES DEC. 31, 2018

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7870206

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Aiza Lopez; Brian Peters; Cavel Dixon-Rubeor; Danielle D. Johnson; Donna M. Planeta; Joshua Sanford; Keri Ann Smith; Michelle Anne McMahon; Noah William Pierce; Saykham Chanthasone; Stacy Rivera; Stephani A. Trudeau

all of the city of Hartford, state of CT 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 22nd day of August, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 20th day of October, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

FOR CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY  
NEAR CARMEL FROM CARMEL RIVER TO CARMEL VALLEY ROAD  
IN CALTRANS DISTRICT 5 ON ROUTE 1  
State Project No.: 05-0L5704

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we A. Teichert and Son Inc. dba Teichert Construction, as Principal, and

Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Four Million Seven Hundred Thirty One Thousand Two Hundred Ten and 00/100 Dollars (\$ 4, 731 , 210 .00) for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this 20th day of October, 2017, 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.

(Corporate Seal)

A. Teichert and Son Inc. dba Teichert Construction

Principal

By 

Name and Title FRANCIS JOHNSON - VICE PRESIDENT

(Corporate Seal)

Liberty Mutual Insurance Company

Surety

By 

Name and Title Keri Ann Smith, Attorney-In-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

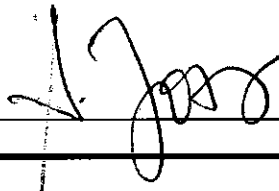
State of California  
County of Alameda )

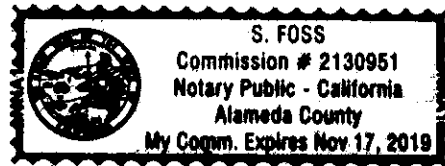
On October 24, 2017 before me, Stacy Foss, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

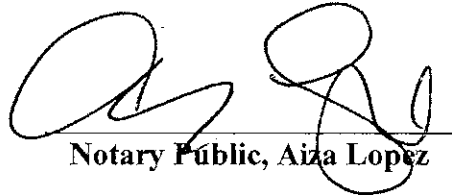
Signature  (Seal)



ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**  
COUNTY OF **Hartford**

On this 20<sup>th</sup> day of **October, 2017**, before me personally came **Keri Ann Smith**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Liberty Mutual Insurance Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.



Notary Public, Aiza Lopez

**AIZA LOPEZ**  
**NOTARY PUBLIC-153320**  
MY COMMISSION EXPIRES DEC. 31, 2018

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7870205

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Aiza Lopez; Brian Peters; Cayel Dixon-Rubeor; Danielle D. Johnson; Donna M. Planeta; Joshua Sanford; Keri Ann Smith; Michelle Anne McMahon; Noah William Pierce; Saykham Chanthasone; Stacy Rivera; Stephani A. Trudeau

all of the city of Hartford, state of CT, 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 22nd day of August, 2017.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

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

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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**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, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 20th day of October, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

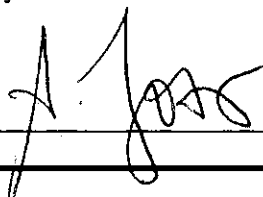
State of California  
County of Alameda

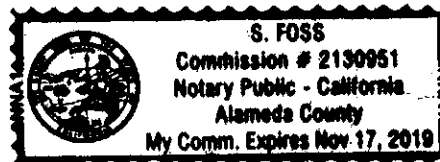
On October 24, 2017 before me, Stacy Foss, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
10/23/2017

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Teichert Construction 7060 Koll Center Parkway #330 Pleasanton, CA 94566	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Allied World Assurance Company US Inc.</td><td>19489</td></tr><tr><td>INSURER C:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Allied World Assurance Company US Inc.	19489	INSURER C:	Liberty Insurance Corporation	42404	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** W4088012**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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, Contractual Liab & Broad <input checked="" type="checkbox"/> Form Prop Damage Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EB2-661-067002-037	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 750,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		EU2-661-067002-047	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			0308-2614	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<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	Y/N <input type="checkbox"/>	N/A Y	EW7-66N-067002-017	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: State Route 1 Climbing Lane /Project #8690-State Project #05-0L5704 (Teichert #10802.00).

Named Insured is a California qualified self-insurer registered under #1867 for Workers' Compensation Policy #EW7-66N-067002-017 provides Excess Workers' Compensation / Employer's Liability coverage excess of \$750,000 SIR.

**CERTIFICATE HOLDER**

County of Monterey  
Attn: Contracts/Purchasing Dept.  
168 W. Aisal Street, 3rd Floor  
Salinas, CA 93901

**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Teichert Construction 7060 Koll Center Parkway #330 Pleasanton, CA 94566	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: State Route 1 Climbing Lane /Project #8690-State Project #05-0L5704 (Teichert #10802.00).

The County of Monterey, its officers, agents and employees are included as Additional Insureds as respects to General Liability and Auto Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the job described herein.

It is understood and agreed that this insurance is Primary and any other insurance maintained by the Additional Insureds shall be excess only and not contributing with this insurance.

Waiver of Subrogation applies as respects Excess Workers' Compensation per endorsement(s) attached as permitted by law.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS	ALL LOCATIONS AS REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO PRIOR TO AN "OCCURRENCE" OR OFFENSE
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.

**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.



**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

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS	ALL LOCATIONS AS REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO PRIOR TO AN "OCCURRENCE" OR OFFENSE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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".

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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number EU2-661-067002-047  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

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

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY  
SELF-INSURED TRUCKER EXCESS LIABILITY POLICY

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

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.

**Schedule**

Name of Person(s) or Organization(s):

ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS

**EXCESS INSURANCE POLICY FOR SELF INSURER OF  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**WAIVER OF SUBROGATION – RECOVERY FROM OTHERS**

We have the right to recover any payments which we have made to you from anyone liable for such loss. We will not enforce our right against the person or organization named in the Schedule.

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

**Schedule**

WHERE REQUIRED BY CONTRACT OR A WRITTEN AGREEMENT  
PRIOR TO LOSS AND ALLOWED BY LAW

Issued by Liberty Insurance Corporation

For attachment to Policy No.EW7-66N-067002-017

Effective Date 04/01/2017

Premium \$

Issued to A. Telchert & Son, Inc.

**GPO 4249**

Ed. 01/01/1992

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