

YUBA COUNTY
STATE OF CALIFORNIA

AGREEMENT

NORTH BEALE ROAD PAVEMENT REHABILITATION PROJECT

CONTRACT NO. 2005-2127
FEDERAL NO. STPL-5916 (045)

THIS AGREEMENT, made and concluded this 6th day of September, 2005
between the COUNTY OF YUBA (the "County"), Party of the first part
and Teichert Construction

(the "Contractor"), party of the second part.

ARTICLE I.-- WITNESSETH, that for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the bond, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Yuba Department of Public Works, the work described in the Special Provisions, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Specifications dated July 2002, the Standard Plans dated July 2002, **the Standard Specifications for Public Works Construction ("Greenbook") – 2003 Edition**, the Labor Surcharge and Equipment Rental Rates in effect **on the date** the work is accomplished and the current General Prevailing Wage Rates of the State of California Department of Industrial Relations, which said Special Provisions, Standard Plans, Standard Specifications, **Greenbook**, Labor Surcharge and Equipment Rental Rates, and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are dated August 18, 2005 and are entitled:

STATE OF CALIFORNIA
COUNTY OF YUBA

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL AND CONTRACT

NORTH BEALE ROAD PAVEMENT REHABILITATION PROJECT

FEDERAL NO. STPL-5916 (045)
CONTRACT NO. 2005-2127

Said project Special Provisions are hereby made a part of this **CONTRACT NO. 2005-2127**.

ARTICLE II.-- The said party of the first part hereby promises and agrees with said contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to the prices hereinafter set forth, and hereby contracts to pay the same

at the time, in the manner and upon the conditions herein set forth; and said parties for themselves, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.-- The State general prevailing wages are hereby specifically referred to and by this reference are made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or Proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract.

ARTICLE V.-- The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE VI.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for the loss or damage, arising out of the nature of the work aforesaid, or for the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the county, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the engineer under them to wit:

**CONTRACT NO. 2005-2127
PROJECT NO. 03-YUB-35-CR
FEDERAL NO. STPL-5916 (045)**

CONTRACT ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
1.	Traffic Control System	LS	LS	54,000.00	54,000.00
2.	Adjust Frame and Cover to Grade (Manhole)	EA	19	700.00	13,300.00
3.	Adjust Frame and Cover to Grade (Valve Box)	EA	10	500.00	5,000.00
4.	Shoulder Backing (Imported Material)	TON	750	30.00	22,500.00
5.	Digout (4" Depth)	SF	60,000	2.70	162,000.00
6.	Tire Modified Asphalt Concrete (TMAC)	TON	5,600	68.00	380,800.00
7.	Asphalt Concrete (3/4" Max Grading)	TON	5,600	60.00	336,000.00
8.	Pavement Reinforcing Fabric	SY	21,000	1.25	26,250.00
9.	Bitumen (Pavement Reinforcing Fabric)	TON	25	1.20	30.00
10.	Monument Wells	EA	16	700.00	11,200.00
11.	Thermoplastic Pavement Markings (White)	SF	5,000	3.25	16,250.00
12.	Thermoplastic Traffic Stripe (Sprayable) (Yellow/White)	LF	50,000	0.20	10,000.00
13.	Pavement Markers	EA	1,100	3.30	3,630.00

TOTAL BID \$ 1,040,960.00

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

COUNTY OF YUBA:

BY _____
Chairman of the Board of Supervisors

DATE _____

ATTEST:

Clerk of the Board of Supervisors

CONTRACTOR:

TEICHERT CONSTRUCTION

Mark Stacy

Mark Stacy, Vice President &
Woodland District Manager

8

License Number

9/13/05

Date (Seal)

I hereby certify that I have examined the within Contract and find the same to be in conformance with the provisions of the State Contract Act.

Paul G. Montgomery

County Counsel

DATE 9-22-05

YUBA COUNTY
STATE OF CALIFORNIA

BOND NO. : 6335630
PREMIUM : \$3,123.00

PERFORMANCE BOND

CONTRACT NO. 2005-2127
FEDERAL NO. STPL-5916 (045)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the County of Yuba has awarded to Teichert Construction, as principal, hereinafter designated as the "Contractor," a contract for construction on the following road in Yuba County:

NORTH BEALE ROAD

AND WHEREAS, the Contractor is required to furnish a Bond in connection with said contract guaranteeing faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound unto the County of Yuba in the sum of ONE MILLION FORTY THOUSAND NINE HUNDRED SIXTY & 00/100 dollars (\$ 1,040,960.00-----) (which amount is not less than one hundred percent (100%) of the Contract prices) to be paid to said County or its certain attorney, its successors or assigns: for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OR THE OBLIGATION IS SUCH,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract, including the provisions therein for liquidated damages, and any alteration thereof made as therein provided, on his or their 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 shall indemnify and save harmless the said County of Yuba, its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise, it shall be and remain in full force and virtue.

No prepayment, or delay in payment, and no change, extension, addition or alteration of any provisions of said contract or in the specifications agreed to between the Contractor and the said County of Yuba, and no forbearance on the part of the said County of Yuba, shall operate to relieve any surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the California Civil Code.

IN WITNESS WHEREOF, we hereunto set our hands and seals on this 8TH day of SEPTEMBER, 2005.

SURETY SAFECO INSURANCE COMPANY OF AMERICA

Lynn E. Patton (Seal)

By LYNN E. PATTON
Attorney in Fact

CONTRACTOR

TEICHERT CONSTRUCTION

Mark Stacy

by Mark Stacy, Vice President &
Title Woodland District Manager

NOTE: Signature of those executing for the Surety must be properly acknowledged.

California All Purpose Acknowledgment

State of California

County of Sacramento

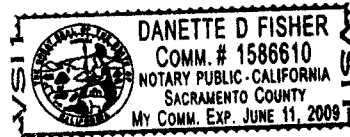
On September 8, 2005, before me, Danette D. Fisher, Notary Public
Date Name & Title of Officer/Notary

personally appeared Lynn E. Patton
Names(s) of Signer(s)

personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Danette D Fisher
Notary Public



OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____

BOND NO. : 6335630
PREMIUM : INCLUDED

YUBA COUNTY
STATE OF CALIFORNIA

**PAYMENT BOND
LABOR AND MATERIAL**

CONTRACT NO. 2005-2127
FEDERAL NO. STPL-5916 (045)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the County of Yuba has awarded to Teichert Construction, as principal, hereinafter designated as the "Contractor," a contract for construction on the following road in Yuba County:

NORTH BEALE ROAD

AND WHEREAS, said Contractor is required by the provisions of Sections 3247 through 3252 of the California Civil Code to furnish a Bond in connection with said Contract, as hereinafter set forth;

NOW, THEREFORE, as the undersigned Contractor and Surety are held firmly bound unto the County of Yuba in the sum of ONE MILLION FORTY THOUSAND NINE HUNDRED SIXTY & 00/100 dollars (\$ 1,040,960.00) (which amount is not less than fifty percent (50%) of the Contract price) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, his or its heirs, executors, administrators, successors of assigns, or subcontractors shall fail to pay for any materials, provision, provender or other supplies or teams, implements or machinery, used in, upon for, about the performance of work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor and required by the provisions of Section 3247-3252 of the California Civil Code, and provided that the claimant shall have complied with provisions of said Code; the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this Bond said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the court.

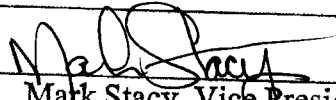
This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of California Civil Code, so as to give right of action to them or their assigns in any suit brought upon this Bond.

No prepayment, or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or in the Specifications agreed to between the Contractor and the said County of Yuba, and no forbearance on the part of the said County of Yuba, shall operate to relieve and Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such Surety is hereby given, and said Surety hereby waives the provisions of Section 2819 of the California Civil Code.

CONTRACTOR

TEICHERT CONSTRUCTION

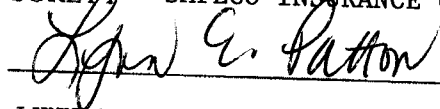
BY



Mark Stacy, Vice President &

TITLE Woodland District Manager

SURETY SAFECO INSURANCE COMPANY OF AMERICA

 (Seal)

BY LYNN E. PATTON, ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

California All Purpose Acknowledgment

State of California

County of Sacramento

On September 8, 2005, before me, Danette D. Fisher, Notary Public
Date Name & Title of Officer/Notary

personally appeared Lynn E. Patton
Names(s) of Signer(s)

personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Danette D Fisher
Notary Public

OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

KNOW ALL BY THESE PRESENTS:

No. 12678

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
*****LYNN E. PATTON; REBECCA A. PLUMMER; TERESA L. SHAW; REBECCA A. RESTREPO; LYNDA J. MCLAIN; Sacramento, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 31st day of January, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 8TH day of SEPTEMBER, 2005



CHRISTINE MEAD, SECRETARY



**IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING
THE TERRORISM RISK INSURANCE ACT OF 2002**

As a surety bond customer of one of the Safeco insurance companies (Safeco Insurance Company of America, General Insurance Company of America, First National Insurance Company of America, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law.

At this time there is no premium change resulting from this Act.

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

9/8/2005

PRODUCER

Contact: Lola Krist (916) 566-2800
 ABD Insurance and Financial Services
 2480 Natomas Park Drive, Suite 200
 Sacramento, CA 95833

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**

Teichert Construction
 Attn: Jeanette Younger
 P.O. Box 1890
 Davis, CA 95617-1890

INSURER A: Zurich-American Insurance 16535
INSURER B: Self-Insd State Cert 1867
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO343718203	04/01/05	04/01/06	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ No Cov
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ No Cov
	<input checked="" type="checkbox"/> XCU Covg. Incl				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> BFPD, Contract				GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY	BAP343718303	04/01/05	04/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	OTHER THAN EA ACC \$				
					AUTO ONLY: AGG \$
A	GARAGE LIABILITY	CEO343718403	04/01/05	04/01/06	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$ 4,000,000
	EXCESS LIABILITY				\$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE RETENTION \$				\$
B	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Permissively Self-Insured State Cert # 1867			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	OTHER Excess Workers' Compensation	EWS534506800	04/01/05	04/01/06	WCA: \$50,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: North Beale Road Pavement Rehabilitation/Contract #2005-2127 (Teichert Job No. 1300648); County of Yuba, its directors, officers, employees and volunteers are included as additional insured per the attached endorsements. Insurance is primary. Waiver of Subrogation applies to Workers Compensation per the attached endorsement.

CERTIFICATE HOLDER

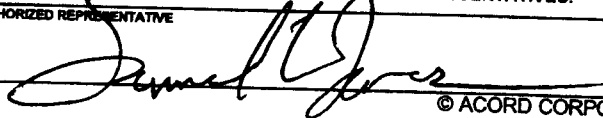
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment

County of Yuba
 915 8th Street #125
 Marysville CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



© ACORD CORPORATION

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: GLO343718203

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

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

Name of Person or Organization:

County of Yuba
915 8th Street #125
Marysville CA 95901

Location And Description of Completed Operations:

RE: North Beale Road Pavement Rehabilitation/Contract #2005-2127 (Teichert Job No. 1300648);
County of Yuba, its directors, officers, employees and volunteers are included as additional insured per
the attached endorsements. Insurance is primary. Waiver of Subrogation applies to Workers
Compensation per the attached endorsement.

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

Section II - WHO IS INSURED is amended to include as an insured the person or organization shown in
the Schedule, but only with respect to liability arising out of "your work" at the location designated and
described in the schedule of this endorsement performed for that insured and included in the "products-
completed operations hazard".

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER
INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT
CONTRIBUTING WITH THIS INSURANCE.

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 Person or Organization:

County of Yuba
915 8th Street #125
Marysville CA 95901

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added:
 - 2. **Exclusions**
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 services, maintenance or repairs) to be performed on or on behalf of the additional insured(s) at the site 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.

RE: North Beale Road Pavement Rehabilitation/Contract #2005-2127 (Teichert Job No. 1300648); County of Yuba, its directors, officers, employees and volunteers are included as additional insured per the attached endorsements. Insurance is primary. Waiver of Subrogation applies to Workers Compensation per the attached endorsement.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**EXCESS WORKERS' COMPENSATION
ENDORSEMENT**

This endorsement effective 12:01a.m.,
Policy #

Issued to: Teichert Construction

forms a part of

By:

**WAIVER OF SUBROGATION
(Version 3)**

It is agreed that Section G., Recovery From Others, of Part One, Workers' Compensation Insurance and Section F. Recovery From Others, of Part Two, Employer's Liability Insurance are amended to include the following:

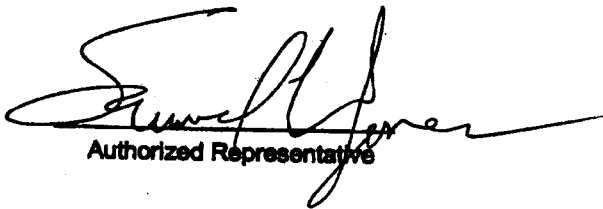
In the event of any payment under this policy for a loss for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery buy only with respect to such loss.

All other terms, conditions, and exclusions shall remain the same.

This endorsement applies to the following projects:

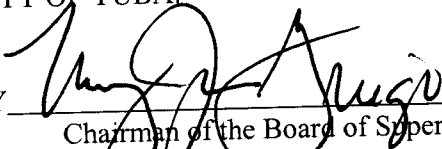
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66900 (1/97)


Authorized Representative

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

COUNTY OF YUBA:

BY 
Chairman of the Board of Supervisors

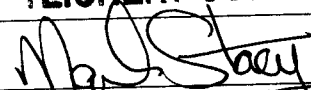

DATE September 27, 2005

ATTEST:


Clerk of the Board of Supervisors

CONTRACTOR:

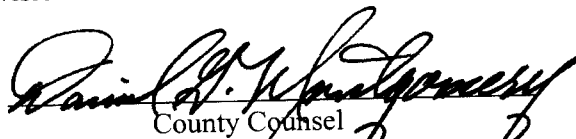
TEICHERT CONSTRUCTION


Mark Stacy, Vice President &
Woodland District Manager 

8
License Number

9/13/05 (Seal)
Date

I hereby certify that I have examined the within Contract and find the same to be in conformance with the provisions of the State Contract Act.


County Counsel

DATE 9-22-05