WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and Anderson Pacific Engineering Construction, Inc., hereinafter designated as “Principal” have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to: Seismic Retrofit and Railing Replacement of Los Gatos Creek Bridge on Aldercroft Heights Road Project, Bridge No. 37C0173 (Federal Project No. STPLZ-5937(033)) pursuant to the said Agreement dated April 24, 2007, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and Safeco Insurance Company of America as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

One Million One Hundred Ninety Seven Thousand Seven Hundred Forty Three and 00/100 Dollars ($ 1,197,743.00), lawful money of the United States of America, for the payment of which sum 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 said Principal, its Subcontractors, heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the said Agreement and any and all alteration thereof made as therein provided, on its 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 defend, indemnify and save harmless the County of Santa Clara, 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 effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, the accompanying Contract Documents, or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Contract Documents or to the Work.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney’s fee to be fixed by the Court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have to reason of any failure by the Principal to execute or properly execute this Bond.

5/22/2000; Rev. 04/14/2006 113-4 Formal/Fed
IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the __________ day of __________, 2007.

PRINCIPAL: Anderson Pacific Engineering Construction, Inc.

Signature

By: Peter Anderson
Name
President
Title
Address

SURETY: Safeco Insurance Company of America

Signature

By: Mark Roppo
Name
Attorney-in-fact
Title
Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA
COUNTY OF SAN MATEO
San Francisco

On ________________, before me, the undersigned, a Notary Public in and for the State, personally appeared ______________________ known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

T. ENGLAND
Commission # 1657153
Notary Public - California
Orange County
My Comm. Expires Apr 9, 2010

Original acknowledgment by Attorney-in-Fact must be attached.
Original corporate seals of Principal and Surety must be attached.

5/22/2000; Rev. 04/14/2006 113-5
Formal/Fed
POWER
OF ATTORNEY

No.  12507

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a
Washington corporation, does hereby appoint

TOM BRANIGAN; JOHN T. LETTIERI; MARK ROPPO; KATHERINE G. ZEROUNIAN; San Francisco, 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 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 28th day of February 2006

Stephanie Dally-Watson
SECRETARY

Mike Peters, President, Surety

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 containing 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 26, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

1. The provisions of Article V, Section 13 of the By-Laws, and
2. A copy of the power-of-attorney appointment, executed pursuant thereto, and
3. 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, Stephanie Dally-Watson, 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 7th day of May 2007

Stephanie Dally-Watson, Secretary

STEVEN DAILY-WATSON, SECRETARY

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WEB PDF
CONTRACT FORM 3 - PAYMENT BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and Anderson Pacific Engineering Construction, Inc., hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to: Seismic Retrofit and Railings Replacement of Los Gatos Creek Bridge on Alder Creek Heights Road Project, Bridge No. 37C0173 (Federal Project No. STPLZ-5937(033)) pursuant to the said Agreement dated April 24, 2007, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 3 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a Bond in connection with said Agreement:

NOW THEREFORE, we, the Principal and Safeco Insurance Company of America as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

One Million One Hundred Ninety Seven Thousand Seven Hundred Forty Three and 00/100 Dollars ($ 1,197,743.00),

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its Subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in Section 3181 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813, and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its Subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same in an amount not exceeding the total sum hereinbefore specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

5/22/2000; Rev. 04/14/2006 113-6 Formal/Fed
SECTION 113
CONTRACT FORM 3

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the
Principal with proper authority, and the Surety hereby waives any defense which it might have to reason of any
failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be
deaned an original thereof, have been duly executed by the Principal and Surety above named on the 7th

day of May 2007.

PRINCIPAL: Anderson Pacific Engineering Construction, Inc.

Signature

Peter Anderson
Name

President
Title
1380 Norman Ave.
Santa Clara, CA 95054
Address

SURETY: Safeco Insurance Company of America

Signature

Mark Roppo
Name

Attorney-in-fact
Title
P.O. Box 34670
Seattle, WA 98124
Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must
be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA  \  
COUNTY OF SAN JOAQUIN \ ss.
San Francisco
On May 7, 2007, before me, the undersigned, a Notary Public in and for the State, personally
appeared Mark Roppo, known to me to be the duly authorized
Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute
that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such
instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name
of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed
the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(Seal)

T. England
Commission # 1657153
Notary Public - California
Orange County
My Comm. Expires Apr 9, 2010

Original acknowledgment by atttorney-in-fact must be attached.
Original corporate seals of Principal and Surety must be attached.

5/22/2000; Rev. 04/14/2006
Formal/Fed

113-7
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, do hereby appoint

TOM BRANIGAN; JOHN T. LETTIER; MARK ROPO; KATHERINE G. ZEROUNIAN, San Francisco, 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 28th day of February 2006

[Signature]

PHILLIS J. CLARK, SECRETARY

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 a similar character issued by the company in the course of its business ... On any instrument making or evidencing such appointment, the signature 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."


"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(6) The provisions of Article V, Section 13 of the By-Laws, and
(7) A copy of the power-of-attorney appointment, executed pursuant thereto, and

(11) 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, Stephanie Daley-Watson, 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 7th day of May 2007

[Signature]

PHILLIS J. CLARK, SECRETARY

[Seal]

[Seal]