CONTRACT FORM 2 - PERFORMANCE BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and
Central Fence Company hereinafter designated as “Principal” have entered into an Agreement for
the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:
Felter Road Metal Beam Guardrail and Traffic Control Device Improvement

Contract # 12-08

pursuant to the said Agreement dated May 22, 2012, 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 Developers Surety and Indemnity Company
as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:
Two Hundred Seventy Three Thousand Nine Hundred Ninety One

Dollars ($ 273,991.00 ), 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.

S/22/2000; Rev. 02/12/2010

Formal/Fed 113-4
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 7th day of June, 2012

PRINCIPAL:
Central Fence Company

Signature

John Da Ponte

Name

John Da Ponte, Owner

Title

1304 Whitton Avenue
San Jose, CA 95116

Address

SURETY:
Developers Surety and Indemnity Company

Signature

Robert C. Sommer

Name

Attorney-in-Fact

Title

3000 Oak Road, Ste 210 Walnut Creek, CA 94597

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 SANTA CLARA

On June 8, 2012, before me, the undersigned, a Notary Public in and for the State, personally appeared John Da Ponte, 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)

Original acknowledgment by Attorney-in-Fact must be attached.
Original corporate seals of Principal and Surety must be attached.
State of California  
County of Contra Costa

On June 7, 2012 before me, Nancy C. Sommer, Notary Public 
(insert name and title of the officer)

personally appeared Robert C. Sommer  
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 Nancy C. Sommer (Seal)
KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Robert C. Sommer, William La Pat, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young, Vice-President
By: Stephen T. Pate, Senior Vice-President

State of California
County of Orange

On January 31, 2011 before me,

Antonio Alvarado, Notary Public

Date

Here insert Name and Title of the Officer

Name(s) of Signee(s)

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this day of

By: Gregg M. Oliver, Assistant Secretary

ID: 1380(Rev.01/11)

6/17/12
CONTRACT FORM 3 - PAYMENT BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and
Central Fence Company,
hereinafter designated as “Principal” have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:
Felter Road Metal Beam Guardrail and Traffic Control Device Improvements

Contract # 12-08

pursuant to the said Agreement dated May 22, 2012 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 Developers Surety and Indemnity Company as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

Two Hundred Seventy Three Thousand Nine Hundred Ninety One

Dollars ($273,991.00), 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 hereinabove 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. 02/12/2010
Formal/Fed

113-6
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 deemed an original thereof, have been duly executed by the Principal and Surety above named on the 7th day of June 2012.

PRINCIPAL:
Central Fence Company

Signature

Name
John Da Ponte, Owner

Title

Address
1304 Whitton Avenue
San Jose, CA 95116

SURETY:
Developers Surety and Indemnity Company

Signature

Name
Robert C. Sommer

Title

Address
3000 Oak Road, Ste 210 Walnut Creek, CA 94597

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 SANTA CLARA ss.

On June 8, 2012, before me, the undersigned, a Notary Public in and for the State, personally appeared John Da Ponte, 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)

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

State of California
County of Contra Costa

On June 7, 2012 before me, Nancy C. Sommer, Notary Public
(insert name and title of the officer)

personally appeared Robert C. Sommer
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 Nancy C. Sommer (Seal)
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3000

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Robert C. Sommer, William La Pat, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: ______________________
   Daniel Young, Vice-President

By: ______________________
   Stephen T. Pate, Senior Vice-President

State of California
County of Orange

On January 31, 2011 before me, ______________________
   Antonio Alvarado, Notary Public
   Date

Here Insert Name and Title of the Officer

personally appeared ______________________
   Daniel Young and Stephen T. Pate
   Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature ______________________
   Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this ______________________ day of ______________________.

_________________________
   Gregg Oliva, Assistant Secretary

ID-1380(Rev.01/11)
# Certificate of Liability Insurance

**PRODUCER**
TLB Insurance Services
3000 Oak Rd, Suite 210
Walnut Creek, CA 94597
Robert Sommer

**INZURED**
Central Fence Company
John DePonte
148 Otto Circle
Sacramento, CA 95822

**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.

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<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
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<td>1000002831-03</td>
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<td>03/17/13</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $50,000</td>
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<td>11/21/12</td>
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<td>AGGREGATE $10,000,000</td>
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<td>07/01/12</td>
<td>Per Occ $100,000</td>
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**Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions**

*10 days notice of cancellation for non payment of premium. RE: CF Job #12-0511; contract 312-GB; felter rd. Metal Beam Guardrail & Traffic Control Devices Improvements. County of Santa Clara is named as additional insured with respect to general liability only per attached endorsements.*

**Certificate Holder**
12-0511 - County of Santa Clara
Alt: Construction Operations
Rods and Airports Department
101 Skyport Dr.
San Jose, CA 95110-1302

**Cancellation**

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: Robert Sommer

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**COMMERCIAL GENERAL LIABILITY**

**LIBERTY SURPLUS INSURANCE CORPORATION**  
(A New Hampshire Stock Insurance Company, hereinafter the "Company")

**ENDORSEMENT NO. 38**

<table>
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<th>06/15/2012</th>
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<tr>
<td>Issued To:</td>
<td>Central Fence Company</td>
</tr>
</tbody>
</table>

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

County of Santa Clara, and members of the Board of Supervisors of the county of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively.

Re Job: CJ Job #12-0511; Contract #12-08; Feltex Road Metal Beam Guardrail & Traffic Control Device Improvements.

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

WHO IS AN INSURED (Section II) 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" for that insured by or for you.
LIBERTY SURPLUS INSURANCE CORPORATION
(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 25

Effective Date: 03/17/2012
Policy Number: 100002831-03
Issued To: Central Fence Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.
LIBERTY SURPLUS INSURANCE CORPORATION
(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 30

Effective Date: 03/17/2012
Policy Number: 1000002831-03
Issued To: Central Fence Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

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

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

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

LIBERTY SURPLUS INSURANCE CORPORATION
(A New Hampshire Stock Insurance Company, hereinafter the “Company”)

ENDORSEMENT NO. 8

Effective Date: 03/17/2012
Policy Number: 1000002831-03
Issued To: Central Fence Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT
SUBJECT TO A POLICY AGGREGATE LIMIT

SCHEDULE

Designated Construction Project(s):

All projects

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

A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under

COVERAGE A (SECTION I), which can be attributed only to ongoing operations at a single designated
construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction
project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The overall Policy Aggregate Limit scheduled in the Declarations is the most we will pay for the sum of all
Designated Construction Project General Aggregate Limits.

3. Subject to the Policy Aggregate Limit, the Designated Construction Project General Aggregate Limit is the
most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury”
or “property damage” included in the “products-completed operations hazard”, regardless of the number of:

a. Insureds;

b. Claims made or “suits” brought; or

c. Persons or organizations making claims or bringing “suits”.

4. Any payments made under COVERAGE A for damages shall reduce the Designated Construction Project
General Aggregate Limit for that designated construction project. Subject to the Policy Aggregate Limit, such
payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any
other Designated Construction Project General Aggregate Limit for any other designated construction project
shown in the Schedule above.

5. The limits shown in the Declarations for Each occurrence continue to apply. However, instead of being
subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable
Designated Construction Project General Aggregate Limit and Policy Aggregate Limit.
Commercial General Liability

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), which cannot be attributed only to operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, Designated Construction Project General Aggregate Limit nor Policy Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.
P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-24-2012

GROUP:

POLICY NUMBER: 1887537-2011
CERTIFICATE ID: 320
CERTIFICATE EXPIRES: 05-05-2012
10-01-2011/05-05-2012

THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 319 DATED 05-24-2012

JOB: 12-0511-CONTRACT #12-08; FELTER RD METAL
BEAM GUARDRAIL & TRAFFIC CTRL DEVICES

(12-0511) COUNTY OF SANTA CLARA
ATTN: CONSTRUCTION OPS - ROADS & AIRPORTS
101 SKYPORT DR
SAN JOSE CA 95110-1302

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

DAPONTE, JOHN A DBA: CENTRAL FENCE COMPANY
148 OTTO CIRCLE
SACRAMENTO CA 95116

(B10.NB)

PRINTED: 05-24-2012