CONTRACT FORM 2 - PERFORMANCE BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and
__Bugler Construction__ hereinafter designated as "Principal" have entered into an Agreement for the
furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:
Bridge Preventive Maintenance Program - Deck Maintenance for West Little Llagas Creek Bridge at West Middle Avenue (Bridge No. 37C0366), Federal Project Number BPMP-5937(152); and West Little Llagas Creek Bridge at Watsonville Road (Bridge No. 37C0377), Federal Project Number BPMP-5937(153).

Contract # 12-09

pursuant to the said Agreement dated __June 5__, 2012, and all of the documents attached thereto and
corporated 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 __THE GUARANTEE COMPANY OF NORTH AMERICA USA__
as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:
Two Hundred Ten Thousand Eighteen Dollars ($ 210,018.00 ), 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. 02/12/2010 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 13TH day of JUNE, 2012.

PRINCIPAL: BUGLER CONSTRUCTION, INC.

Signature

GLENN BUGLER
Name

PRESIDENT
Title

4847 HOPYARD ROAD, SUITE 4 #396, PLEASANTON, CA 94588
Address

SURETY: THE GUARANTEE COMPANY OF NORTH AMERICA USA

Signature

AUBRI BRYAN
Name

ATTORNEY-IN-FACT
Title

ONE TOWNE SQUARE, SUITE 1470, SOUTHFIELD, MI 48076
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 ] ss.

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)

Notary Public for the State of California with principal office in Santa Clara County.

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

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Jenny Hon, Aubri Bryan, Robert Campbell, Mollie Whalen, Kristin Robertson
R. W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003.

The President, or any Vice-President, acting with any Secretary, or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company; and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below.
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner—Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed:

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors.

Cynthia A. Takai

Notary Public, State of Michigan

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Company this 13th day of June, 2012.

Randall Musselman, Secretary
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Santa Clara

On June 13th, 2012 before me, Kristin M. Robertson, Notary Public,

Name(s) of Signer(s)

personally appeared Aubri Bryan

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ________________________________________________

Document Date: __________________________________ Number of Pages: ______

Signer(s) Other Than Named Above: _________________________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________________________________________

☐ Individual

☐ Corporate Officer — Title(s): ____________________________________________

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: __________________________

Signer Is Representing: ____________________________________________________

________________________________________

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CONTRACT FORM 3 - PAYMENT BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and
hereinafter designated as “Principal” have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:

Bridge Preventive Maintenance Program - Deck Maintenance for West Little Llagas Creek Bridge at West Middle Avenue (Bridge No. 37C0368), Federal Project Number BPMP-5937(152); and West Little Llagas Creek Bridge at Watsonville Road (Bridge No. 37C0377), Federal Project Number BPMP-5937(153)

Contract # 12-09

pursuant to the said Agreement dated ___June 5, 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 5 (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 _THE GUARANTEE COMPANY OF NORTH AMERICA USA_ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

Two Hundred Ten Thousand Eighteen Dollars

($ 210,018.00 ), 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
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 deemed an original thereof, have been duly executed by the Principal and Surety above named on the 13TH day of JUNE 2012.

PRINCIPAL: BUGLER CONSTRUCTION, INC.

Signature

GLENN BUGLER
Name

PRESIDENT
Title

4847 HOPYARD ROAD, SUITE 4 #395, PLEASANTON, CA 94588
Address

SURETY: THE GUARANTEE COMPANY OF NORTH AMERICA USA

Signature

AUBRI BRYAN
Name

ATTORNEY-IN-FACT
Title

ONE TOWNE SQUARE, SUITE 1470, SOUTHFIELD, MI 48076
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 ] ss.

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)

Notary Public for the State of California with principal office in Santa Clara County.

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

5/22/2000; Rev. 02/12/2010  
Formal/Fed  
113-7
THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Jenny Hon, Aubri Bryan, Robert Campbell, Mollie Whalen, Kristin Robertson
R. W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract, or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003.

The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney(s)-in-fact and revoke the authority given, except as provided below.
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner—Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Furthermore, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signatures and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President
Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai, Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 13th day of June, 2012.

Randall Musselman, Secretary
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
County of Santa Clara

On June 13th, 2012 before me, Kristin M. Robertson, Notary Public, Date
personally appeared Aubri Bryan, 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

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: __________________________________________

Document Date: ____________________________________________________________________ Number of Pages: __________

Signer(s) Other Than Named Above: __________________________________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________________________________________________

☐ Individual
☐ Corporate Officer — Title(s): ________________________________________________
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: ____________________________________________________________

____________________________  ________________________________________________
(RIGHT THUMBPRINT OF SIGNER) (Top of thumb here)

Signer's Name: ____________________________________________________________________

☐ Individual
☐ Corporate Officer — Title(s): ________________________________________________
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: ____________________________________________________________

____________________________  ________________________________________________
(RIGHT THUMBPRINT OF SIGNER) (Top of thumb here)
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2012

PRODUCER
R. W. Babcock Insurance Brokerage, Inc.
920 Hillview Court, Suite 145
Milpitas, CA 95035

CONTACT NAME: (408) 263-8180

PHONE (ext.)
FAX (A/C No.)
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Travelers Indemnity Company of Connecticut

INSURER B: Travelers Property Casualty Co of America

INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

COVERAGE

CLAIMS-MADE

X OCCUR

POLICY NUMBER

DT22-3889B444-TCT-11

11/21/2011

11/21/2012

EXCESS LIAB

CLAIMS-MADE

10,000

POLICY NUMBER

DTMCUP365K649A11

11/21/2011

11/21/2012

B Installation/Builders Risk

QT-660-3526A305-TIL-11

11/21/2011

11/21/2012

10,000

CERTIFICATE HOLDER

County of Santa Clara
Roads and Airports Department
David Parks, Acting Manager of Construction
101 Skyport Drive
San Jose, CA 95110

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

© 1988-2010 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED
(CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO INCLUDE AS AN ADDITIONAL INSURED ON THIS POLICY BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT IN EFFECT DURING THIS POLICY PERIOD AND SIGNED AND EXECUTED BY YOU PRIOR TO THE LOSS FOR WHICH COVERAGE IS SOUGHT.

PROJECT/LOCATION OF COVERED OPERATIONS: ALL PROJECTS AND LOCATIONS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT IN EFFECT DURING THIS POLICY PERIOD AND SIGNED AND EXECUTED BY YOU PRIOR TO THE LOSS FOR WHICH COVERAGE IS SOUGHT, EXCEPT “YOUR WORK” ON OR FOR ANY PROJECT THAT, IN WHOLE OR IN PART, IS OR WILL BECOME ANY SINGLE OR MULTI-FAMILY HOUSING, ANY RESIDENTIAL OR RESORT CONDOMINIUM, ANY RESIDENTIAL APARTMENT OR ANY ASSISTED LIVING FACILITY.

1. WHO IS AN INSURED - (Section II) is amended to include the person or organization shown in the Schedule above, but:

   a) Only with respect to liability for “bodily injury”, “property damage” or “personal injury”; and

   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of “your work” on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a “written contract requiring insurance” for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that “written contract requiring insurance”. This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.

   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

ii. Supervisory, inspection, architectural or engineering activities.

c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
   i. How, when and where the "occurrence" or offense took place;
   ii. The names and addresses of any injured persons and witnesses; and
   iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
   i. Immediately record the specifics of the claim or "suit" and the date received; and
   ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage
Part, provided that the “bodily injury” and “property damage” occurs and the “personal injury” is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;
b. While that part of the contract or agreement is in effect; and
c. Before the end of the policy period.
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Authorized Signature

Insured: BUGLER CONSTRUCTION, INC.
Policy Number: QT-660-3528A305-TIL-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUILDERS’ RISK COVERAGE FORM

The person or organization indicated below is added as an additional insured, as their interests may appear, for the described property only:

SCHEDULE

<table>
<thead>
<tr>
<th>Description of Property</th>
<th>Additional Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRIDGE PREVENTATIVE MAINTENANCE PROGRAM - DECK MAINTENANCE FOR WEST LITTLE LLAGAS CREEK BRIDGE AT WEST MIDDLE AVENUE, AND WEST LITTLE LLAGAS CREEK BRIDGE AT WATSONVILLE ROAD. CONTRACT #12-09.</td>
<td>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 101 SKYPORT DRIVE SAN JOSE, CA 95110</td>
</tr>
</tbody>
</table>
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Authorized Signature

Insured: BUGLER CONSTRUCTION, INC.
Policy Number: QT-660-3528A305-TIL-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance under the following:

BUILDERS' RISK COVERAGE FORM

Loss Payable For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the loss payee, as interest may appear.

SCHEDULE

Form or
Endorsement No.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Property</th>
<th>Loss Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BRIDGE PREVENTATIVE MAINTENANCE PROGRAM - DECK MAINTENANCE FOR WEST LITTLE LLAGAS CREEK</td>
<td>COUNTY OF SANTA CLARA, AND MEMBERS</td>
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<td></td>
<td>BRIDGE AT WEST MIDDLE AVENUE, AND WEST LITTLE LLAGAS CREEK BRIDGE AT WATSONVILLE ROAD.</td>
<td>OF THE BOARD OF SUPERVISORS OF THE</td>
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<td>COUNTY OF SANTA CLARA, INDIVIDUALLY</td>
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