

SANTA CLARA COUNTY CLAIMS

INSTRUCTIONS TO CLAIMANTS

- (1) Claims MUST be certified to by the claimant and the proper authority ordering the delivery of articles or performance of service before being filed with County Auditor for allowance.
 (2) Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 (3) No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

NAME L. C. Smith Company DATE October 24, 1963
 ADDRESS 999 Downer Avenue DEPT. Public Works
 CITY San Jose, California
 TYPE OR PRINT COMPLETE NAME & ADDRESS

DATE	DESCRIPTION	AMOUNT
1963		
Oct. 24	To 90% of labor and materials furnished to date	
	for the Construction on Hale Avenue btw. Llagas Avenue	
	and West Main Avenue amounting to:	
	\$8,896.00 = \$8,006.00	
	Less Prev. Pmts. <u>4,914.00</u>	
	This Payment <u>\$3,092.00</u>	
	Contract # 357 - 2nd Progress Payment	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY that the above claim and the items, amounts and statements as herein set out are true and correct; that no part thereof has been heretofore paid; that the amount claimed is justly due and is presented within one year after the last item thereof has accrued.

CLAIMANT _____

DATE _____ PLACE _____

APPROVED _____

JAMES B ENOCHS, DEPARTMENT HEAD Director Public Works

CHG. BUDGET ACC'T. 471-80-10

FOR CONTROLLER'S USE ONLY

FUND NO. _____

APPRO-03 VENDOR NO. _____

DATE _____

CLAIM NO. _____

DEPT.	C	OBJECT	AMOUNT

DESCRIPTION _____

THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJECT TO THE AVAILABILITY OF FUNDS
cc: Clerk of the Board **EDWARD N. GLAESER**, County Controller

PREPARE IN DUPLICATE
 ORIGINAL TO CONTROLLER
 RETAIN DUPLICATE

By _____
 DEPUTY CONTROLLER

SANTA CLARA COUNTY CLAIMS

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- (1) Claims MUST be certified to by the claimant and the proper authority ordering the delivery of articles or performance of service before being filed with County Auditor for allowance.
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NAME L. C. Smith Company DATE September 24, 1963
 ADDRESS 999 Downer Avenue DEPT. Public Works
 CITY San Jose, California
 TYPE OR PRINT COMPLETE NAME & ADDRESS

DATE 19	DESCRIPTION	AMOUNT
63		
9/24	To 90% of labor and materials furnished to date	
	for the Construction on Hale Avenue btw. Liagas	
	Avenue and West Main Avenue amounting to:	
	\$5,460.00 = \$4,914.00	
	Less Prev. Pmts. <u>-0-</u>	
	This Payment <u>\$4,914.00</u>	
	1st Progress Payment Contract # 357	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY that the above claim and the items, amounts and statements as herein set out are true and correct; that no part thereof has been heretofore paid; that the amount claimed is justly due and is presented within one year after the last item thereof has accrued.

FOR CONTROLLER'S USE ONLY

FUND NO. _____

APPRO-03 VENDOR NO. _____

DATE _____

CLAIM NO. _____

DEPT.	C	OBJECT	AMOUNT

DESCRIPTION _____

CLAIMANT _____

DATE _____ PLACE _____

APPROVED _____

JAMES B ENOCHS DEPARTMENT HEAD

Director Public Works

CHG. BUDGET ACCT. 471-80-10

THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJECT TO THE AVAILABILITY OF FUNDS
 EDWARD N. GLAESER, County Controller

cc: Clerk of the Board

PREPARE IN DUPLICATE
 ORIGINAL TO CONTROLLER
 RETAIN DUPLICATE

By _____
 DEPUTY CONTROLLER

PROCESSING RECORD - ROAD CONSTRUCTION CONTRACTS

CODE: ROAD NO. 866 NAME Hale Avenue
 Job Description Construction
 Location Elagao Av to W Main Av
 Bid Opening Date 7-25-63 Time 2:00 PM Job No. 357

Following approval of Plans and Specifications, prepare Notice to Bidders - 4 copies - Form NB-1.

- ☒ 1 - Publish
- ☒ 1 - Public Works. Attn: Ruth Harkness.
- ☒ 1 - Our File.
- ☒ 1 - Agenda material file for meeting following Bid Opening.
- ☒ Enter in Bid Opening Schedule.
- ☒ Make folder label, follow sample exactly. See Code above.
- ☒ Make label indicating Bid Opening date to be placed at left of identifying label.

If all blocks are checked to this point, this folder is ready for filing. Following award of contract, prepare 4 copies of Agreement. Form RD. 7-29-63

- ☒ Make label naming successful Contractor to be placed at right of identifying label.
- ☒ Attach 2 copies - Labor & Materialman's Bond.
- ☒ Attach 2 copies - Faithful Performance Bond.
- ☒ Mail 3 copies of Agreement & 2 sets of Bonds with covering letter to Contractor for signature. Retain 4th copy for reference.
- ☒ Prepare Controller's Form 10-AU-50. Place file copy in our file. Hold remaining copies until Contract is returned, signed, and all bond & insurance requirements are met.
- ☒ Contract returned signed by Contractor.
- ☒ Labor & Materialman's Bond is adequate.
- ☒ Faithful Performance Bond is adequate.
- ☒ P.L. & P.D. Insurance Certificates received.
- ☒ Workman's Compensation Certificate received.

If all blocks are checked to this point:

- ☒ Send Controller's Form, 10-AU-50, to Controller.
- ☒ Chairman signs Contract.
- ☒ Clerk signs Contract.
- ☒ Seal Original & Contractor's Copy.

Distribution of Copies

- ☒ 1 - File Original.
- ☒ 1 - Contractor. L.C. Smith Co., 999 Downer Avenue,
- ☒ 1 - Public Works. Attn: Ruth Harkness. San Jose, Calif.

Instructions _____

Change Order
 #1 4-20-64 23,994.80 Iner.

TUESDAY, NOVEMBER 13, 1962

The Board now considers an agreement with G. C. McKinney for engineering services relating to the Hale Avenue project. The Director of Public Works advises that Morgan Hill is one of the non-expressway cities and Hale Avenue is one of the projects which will be financed by the Expressway Program. He states further that Morgan Hill recommends approval of the agreement.

On motion of Supervisor Spangler, seconded by Supervisor Levin, it is unanimously ordered that the Chairman be authorized to execute an agreement between the County and G. C. McKinney for the performance of engineering services on Hale Avenue from Llagas Avenue to West Main Avenue in accordance with the terms and conditions set forth in said agreement.

On motion of Supervisor Spangler, seconded by Supervisor Levin, it is unanimously ordered that the Chairman be authorized to execute an Expressway Agreement between the County and the Town of Los Altos Hills relating to Foothill Expressway whereby Town agrees to the closing and relocation by County of existing Town streets, construction by County of expressway, frontage roads, and other construction affecting existing Town streets, between Palo Alto and Los Altos, westerly of Miranda Avenue and northerly of Adobe Creek, as shown on the plan map attached to said agreement, which agreement by reference hereto is made a part of these minutes.

On motion of Supervisor Spangler, seconded by Supervisor Levin, it is unanimously ordered that the Chairman be authorized to execute an agreement between the County and Dale and Gudrun Huff for purchase of Parcel No. 364118 for the sum of \$20,750, which property is necessary for the Oregon Avenue Expressway.

On motion of Supervisor Spangler, seconded by Supervisor Levin, it is unanimously ordered that the Chairman be authorized to execute an agreement between the County and John Hansen for purchase of Parcel No. 364161 for the sum of \$42,000, which property is necessary for the Oregon Avenue Expressway.

On motion of Supervisor Spangler, seconded by Supervisor Levin, it is unanimously ordered that the Chairman be authorized to execute an agreement between the County and William H. and Judith R. Best for purchase of Parcel No. 364140 for the sum of \$23,500, which property is necessary for the Oregon Avenue Expressway.

MONDAY, SEPTEMBER 24, 1962

for Highway 9 right of way.

On motion of Supervisor Mehrkens, seconded by Supervisor Levin, it is unanimously ordered on roll call vote that resolution be adopted accepting a portion of Williams Street into the County road system, more particularly described as follows: (property of H. Allen and P. Florsheim)

All that certain real property situate in the Town of Los Gatos, County of Santa Clara, State of California designated as PCL B on that certain map entitled "Record of Survey of Roberts Road - Being a portion of the Rancho Rinconada de Los Gatos from Route 5 to University Avenue in the Town of Los Gatos," filed for record August 23, 1962 in the Office of the Recorder, County of Santa Clara, State of California, in Book 151 of Maps at pages 36 and 37, containing approximately 0.024 acres of land.

Said resolution by reference hereto is made a part of these minutes.

Supervisor Weichert now calls attention to the fact that a directional sign for Boy's Ranch is placed in such a manner as to limit the turn-around area of school buses on Cochran Road and requests that the Department of Public Works move this sign backward to allow greater freedom of movement. Supervisor Della Maggiore also requests that an investigation be made of an improper placement of a sign at the corner of Story Road and Lucretia Avenue.

On motion of Supervisor Spangler, seconded by Supervisor Mehrkens, it is unanimously ordered that the Chairman be authorized to execute an agreement between the County and the City of Los Altos for the improvement of El Monte Avenue whereby said City agrees to share in the cost of said project in the amount of 31% of actual cost of construction not to exceed the sum of \$100,000, according to the terms and conditions of this agreement.

On motion of Supervisor Spangler, seconded by Supervisor Mehrkens, it is unanimously ordered on roll call vote that a resolution be adopted declaring Hale Avenue, within the City limits of Morgan Hill, between Llagas Road and West Dunne Avenue, to be a County highway for improvement under the 1961 County Highway Bond Program and, further, requests that the City Council of Morgan Hill consent to the establishment of said city street as a County highway. Said resolution by reference hereto is made a part of these minutes.

On motion of Supervisor Mehrkens, seconded by Supervisor Levin, it is unanimously ordered on roll call vote that resolution be adopted accepting into the County road system Coyote Reservoir Road (Extension) described as a right of way 50 feet wide, lying 20 feet northeasterly of and 30 feet southwesterly of the monument line and more particularly described in said resolution which by reference hereto is made a part of these minutes.

Hofer, Teresa

From: Dawn Cameron [dawn.cameron@comcast.net]
Sent: Friday, September 10, 2010 2:56 PM
To: Hofer, Teresa
Cc: Dawn Cameron
Subject: Re: Hale Avenue
Attachments: hale-1.pdf; ATT00001.htm; Hale Ave Maintenance.pdf; ATT00002.htm

Hi Teresa,

Here is the 1962 Board resolution regarding Hale Avenue. It is worded a little differently than expected - not as an "expressway maintenance agreement" but as a declaration that Hale would be a County Highway. It is also older than we expected -- 1962, not 1970s. This covers the section of Hale Avenue from Main Avenue to Llagas Road but does not cover the section north of Llagas that the County is still maintaining. Please see the attached map I prepared showing the area in question. If you can find any other resolutions that deal with Hale Avenue from Llagas to 0.47 miles north of Llagas, it would complete the puzzle.

FYI -- LAFCO staff is also going to search their files to see if this remaining section of Hale remained County as part of city annexation agreements.

Thank you!

*Dawn Cameron
Consulting Transportation Planner
County of Santa Clara Roads & Airports Department
408-306-0445*

Request for Information - Clerk of the Board

0846

Name: Dawn Cameron Date: 8/4/10

Department: Roads & Airports Phone: 306-0945 Fax: _____

Information request: *please print clearly*

Requesting agreement Between County & City of Morgan Hill
also related to Hake Avenue & AREA Santa Teresa Blvd. Expressway

-8/4/10, 8/5/10, 8/6/10 - Searched database, chain deeds & Files

Administrative use only - Reference Notes

8/9 Spoke to Dawn, explained not able to locate data requested.
Dawn will contact City of Morgan Hill & see if they information

Date Requested by:

Date completed:

Staff initials: mtf

Check one: Will-Call ☐ E-mailed ☐ Faxed: ☐ Mailed ☐ County ☐ Public ☐

Request for Information - Clerk of the Board

0846

Name: Dawn Cameron Date: 8/4/10

Department: Roads & Airports Phone: 306-0445 Fax: _____

Information request: *please print clearly*

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also related to Hade Avenue, AKA Santa Teresa Blvd. Expressway

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Administrative use only - Reference Notes

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Date Requested by: _____

Date completed: _____

Staff initials: mta

Check one: Will-Call ☒ E-mailed ☐ Faxed ☐ Mailed ☐ County ☐ Public ☐

8/9/10

Hofer, Teresa

From: Dawn Cameron [Dawn.Cameron@rda.sccgov.org]
Sent: Wednesday, August 04, 2010 2:35 PM
To: RecordsUnit
Subject: Hale Avenue Expressway Maintenance Agreement



Hi,

We have been trying to find a copy of the original Hale Avenue (AKA Santa Teresa Blvd) Expressway Maintenance Agreement between the County and City of Morgan Hill. A search of County Roads and Airports Department files have failed to find the referenced document. We do not have an exact date for when the Agreement was executed but it would likely have been in the 1970's. Could you please tell me the best process for searching the Clerk of the Board's records for the document? Should I make an appointment to come to your offices to look for it or is this something someone on your staff would handle?

Dawn Cameron
Consulting Transportation Planner
County of Santa Clara Roads & Airports Department
408-306-0445

NOTICE:

This email message and/or its attachments may contain information that is confidential or restricted. It is intended only for the individuals named as recipients in the message. If you are NOT an authorized recipient, you are prohibited from using, delivering, distributing, printing, copying, or disclosing the message or content to others and must delete the message from your computer. If you have received this message in error, please notify the sender by return email.

HALE AVE : 866

Santa Teresa : 2765

ADAM

Contracts & Agreements

serv - housing plan

Dev.

City of Morgan Hill

DISTS : Service Area Lighting

CA A Cost Sharing

Morgan Hill City

Declaration: Hale
would be
County Highway

1962 -

August 15, 1963

L. C. Smith Company
999 Downer Avenue
San Jose, California

Subject: Construction on Hale Avenue between
West Main Avenue & Llagas Avenue

Gentlemen:

Please be advised that the preliminary requirements necessary on your part prior to receiving authorization to proceed with captioned agreement are now in full compliance with the specifications and contract documents. A fully executed copy of this contract agreement is enclosed for your records.

It should be noted that this letter does not constitute an authorization to proceed, such notice being issued by the Department of Public Works.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:kb

Encl.

CC: Department Public Works (w Agrmt)

Bonding Information:
#16302-12-6509-63

U.S. Fidelity & Guaranty
Co., 120 Montgomery St.,
San Francisco 4, California

RECEIVED

AUG 2 1953

AGREEMENT

L. C. SMITH CO.

THIS IS AN AGREEMENT made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (hereinafter referred to as "Owner") and

L. C. SMITH COMPANY

a corporation organized and existing under the laws of the State of California; ~~a partnership consisting of~~
~~_____;~~ ~~an individual doing~~
~~business as~~ _____; of the City of San Jose, in the State of California (hereinafter referred to as "Contractor").

Owner and Contractor for the consideration hereinafter named agree as follows:

SECTION 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction ~~on~~ on Hale Avenue between West Main Avenue and Llagas Avenue, County of Santa Clara, State of California,

in accordance with the plans and specifications for the work, which plans and specifications have been approved by the Board of Supervisors of the County of Santa Clara and are hereby made a part of this agreement. Said plans and specifications are on file in the office of the Clerk of the Board of Supervisors.

RECEIVED
AUG 7 1963

SECTION 2 - CONTRACT PRICE

L. C. SMITH CO.
SAN MATEO

Owner shall pay, and Contractor shall accept Contractor's Bid Prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the actions 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 Owner, 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 whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer.

SECTION 3 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following hereinafter referred to as the contract documents; Notice to Bidders, Information for Bidders, Bid Form, Designation of Subcontractors, this Agreement, Bidder's Bond, Performance Bond, Labor and Materialman's Bond, General Conditions, Special Provisions, Drawings, Standard Specifications of the State of California, Department of Public Works, Division of Highways, Dated January 20, 1960, except as modified by the Special Provisions of the County of Santa Clara and addenda thereto, all of which are on file in the office of the Clerk of the Board of Supervisors of the County of Santa Clara.

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All the above named documents are intended to cooperate, so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

SECTION 4 - BEGINNING OF WORK

Following receipt and approval of the Contract Documents, Owner will issue Contractor a "Notice to Proceed." Under no circumstances shall Contractor enter the site of the work until receipt of the "Notice to Proceed."

SECTION 5 - TIME OF COMPLETION

The work called for herein shall be commenced within ten (10) days of the Notice to Proceed issued by Owner and shall be fully completed within the time limit set forth in the Notice to Bidders and with the Schedule of Operations contained in the Proposal to do work.

The first working day charged shall be the 11th day following the date of the Notice to Proceed. Should the 11th day fall on a Saturday, Sunday or Holiday, the following working day shall be the first working day charged.

SECTION 6 - NOTICES

All notices shall be in writing, and delivered in person or transmitted by mail, postage prepaid. Notices required to be given to Owner shall be addressed as follows:

Board of Supervisors,
County of Santa Clara,
70 West ~~Bowling Green~~ Hedding Street,
San Jose, California.

Notices required to be given to Contractor shall be addressed as follows:

L. C. Smith Company,
999 Downer Avenue,
San Jose, California.

Notices required to be given to sureties of Contractor shall be addressed to such sureties at their addresses as the same appear on the bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of July, 1963.

COUNTY OF SANTA CLARA

By *R. P. McMahon*
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN

Jean Pullan
Clerk of the Board of Supervisors

L. C. Smith Company
Contractor

V. P. & Mgr.
(Official Title)

L. C. SMITH COMPANY

999 DOWNER AVENUE
(Business Address)

SAN JOSE, CALIFORNIA

125547

Contractor's License No.

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
1	Lump Sum	Clearing & Grubbing at <u>TWO THIRTY SEVEN HUNDRED DOLLARS</u> Lump Sum		2700.00
2	7500	Cubic yards roadway excavation at <u>ONE DOLLAR TEN CENTS</u> Per Cubic Yard	1.10	8250.00
3	8800	Tons Class II Aggregate Base at <u>TWO DOLLARS THIRTY CENTS</u> Per Ton	2.30	20,240.00
4	1800	Tons Class II Aggregate Sub-Base at <u>TWO DOLLARS SEVENTY FIVE CENTS</u> Per Ton	2.75	4950.00
5	3900	Tons Asphalt Concrete at <u>SIX DOLLARS SIXTY CENTS</u> Per Ton	6.60	25,740.00
6	18	Tons SC-70 Liquid Asphalt (Prime Coat) at <u>FORTY FIVE DOLLARS</u> Per Ton	45.00	810.00
7	5500	Lineal Feet Asphalt Concrete Dike at <u>SIXTY FIVE CENTS</u> Per Lineal Foot	0.65	3575.00
Bid Form 1-A				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
8	5000	Cubic Yards Trench Excavation at <u>FIFTY CENTS</u> Per Cubic Yard	0.50	2500.00
9	40	Lineal feet 10" Vitrified Clay Pipe at <u>FOUR DOLLARS</u> Per Lineal Foot	4.00	160.00
10	4100	Lineal Feet 15" Vitrified Clay Pipe at <u>SIX DOLLARS</u> Per Lineal Foot	6.00	24,600.00
11	40	Lineal Feet 12" Reinforced Concrete Pipe (Class III) at <u>THREE DOLLARS</u> Per Lineal Foot	3.00	120.00
12	30	Lineal Feet 15" Reinforced Concrete Pipe (Class III) at <u>FOUR DOLLARS</u> Per Lineal Foot	4.00	120.00
13	30	Lineal feet 24" Reinforced Concrete Pipe (Class III) at <u>SEVEN DOLLARS</u> Per Lineal Foot	7.00	210.00
14	90	Lineal Feet 30" Reinforced Concrete Pipe (Class III) at <u>TEN DOLLARS</u> Per Lineal Foot	10.00	900.00
Bid Form 1-B				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
15	120	Lineal Feet 15" Corrugated Metal Pipe (16 Guage) at <u>FOUR</u> <u>DOLLARS NINETY</u> <u>CENTS</u> Per Lineal Foot	4.90	588.00
16	86	Lineal Feet 18" Corrugated Metal Pipe (16 Guage) at <u>SEVEN</u> <u>DOLLARS</u> Per Lineal Foot	7.00	602.00
17	72	Lineal Feet 30" Corrugated Metal Pipe (12 Guage) at <u>THIRTEEN</u> <u>DOLLARS</u> Per Lineal Foot	13.00	936.00
18	20	Lineal Feet 58" x 36" Corrugated Metal pipe arch at <u>TWENTY</u> <u>DOLLARS</u> Per Lineal Foot	20.00	400.00
19	180	Lineal Feet 6" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>FOUR</u> <u>DOLLARS FIFTY</u> <u>CENTS</u> Per Lineal Foot	4.50	810.00
20	2665	Lineal Feet 8" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>FIVE</u> <u>DOLLARS</u> Per Lineal Foot	5.00	13325.00
21	6	Each 8" Gate Valve (non-rising stem, one flanged, one mech. joint end) at <u>ONE HUNDRED</u> <u>THIRTY DOLLARS</u> Per Each	130.00	780.00
Bid Form 1-C				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
22	4	Each 12" Corrugated Metal Pipe Embankment Protectors at <u>ONE HUNDRED THIRTY DOLLARS</u> Per Each	130.00	520.00
23	8	Each County Standard Type G5 Drop Inlets at <u>FOUR HUNDRED DOLLARS</u> Per Each	400.00	3200.00
24	1	Each County Standard Type G1 Drop Inlet at <u>FOUR HUNDRED DOLLARS</u> Per Each	400.00	400.00
25	16	Each County Standard Manholes at <u>TWO HUNDRED FORTY DOLLARS</u> Per Each	240.00	3840.00
26	3	Each adjust manholes to Grade at <u>ONE HUNDRED DOLLARS</u> Per Each	100.00	300.00
27	15	Cubic Yards Class "A" Concrete (Minor Structures) at <u>TWO HUNDRED THIRTY DOLLARS</u> Per Cubic Yard	230.00	3450.00
28	200	Cubic Yards Class "C" Concrete at <u>FOURTY DOLLARS</u> Per Cubic Yard	40.00	8000.00
Bid Form 1-D				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
29	3440	Lineal Feet Metal Beam Guard Rail at <u>TWO DOLLARS SEVENTY CENTS</u> Per Lineal Foot	2.70	9288.00
30	84	Tons filler material at <u>ONE DOLLAR</u> Per Ton	1.00	84.00
31	Lump Sum	Control of Traffic at <u>FIVE HUNDRED DOLLARS</u> Lump Sum		500.00
32	Lump Sum	Clean up at <u>ONE THOUSAND DOLLARS</u> Lump Sum		1000.00
		GRAND TOTAL	\$	142,898.00

Bid Form 1-E

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to L. C. SMITH COMPANY (hereinafter designated as "Principal") a contract for construction on Hale Avenue between West Main Avenue and Llagas Avenue, and County of Santa Clara, State of California,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the Principal and
UNITED STATES FIDELITY AND GUARANTY COMPANY

as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of One Hundred Forty Two Thousand Eight Hundred Ninety-eight and no/100 \$ 142,898.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, 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 said contract 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 County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by County and judgment is recovered, Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF ^{two} ~~some~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 6th day of August, 19 63.

L. C. Smith Company (Seal)

[Signature] (Seal)

V.P. (Seal)
Principal

UNITED STATES FIDELITY AND
GUARANTY COMPANY (Seal)

By: Donna Ellis (Seal)
Donna Ellis -- Attorney-in-Fact (Seal)

Surety
120 Montgomery Street
San Francisco 4, California
Address

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

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to L. C. SMITH COMPANY (hereinafter designated as "Principal") a contract for construction on Hale Avenue between West Main Avenue and Llagas Avenue, and County of Santa Clara, State of California,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the Principal and
UNITED STATES FIDELITY AND GUARANTY COMPANY

as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of One Hundred Forty Two Thousand Eight Hundred Ninety-eight and no/100 \$ 142,898.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, 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 said contract 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 County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by County and judgment is recovered, Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF ^{two} ~~three~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 6th day of August, 19 63.

L. C. Smith Company (Seal)

[Signature] (Seal)

V.P. (Seal)
Principal

UNITED STATES FIDELITY AND (Seal)
GUARANTY COMPANY

By: [Signature] (Seal)
Donna Ellis -- Attorney-in-Fact

(Seal)

Surety
1205 Montgomery Street

San Francisco 4, California

Address

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

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF California
COUNTY OR CITY OF San Francisco } ss:

Before me, a Notary Public, personally came Donna Ellis
known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a
Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signa-
ture and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order
and authority of said Company's Board of Directors, and that the execution of the attached bond is the
free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 6th day of August, 19 63.

My Commission expires Aug. 23, 1965

Jud. 876 (9-57)

R. E. Greger
R. E. GREGERSON Notary Public.

Bond No. 16302-12-6509-63
S B O N D
The Premium charged for this
Bond is included in charge for
Performance Bond.

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and L. C. SMITH COMPANY, (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper ~~to~~for construction on Hale Avenue between West Main Avenue and Llagas Avenue, County

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the Work, to file a good and sufficient bond with the body by whom the contract is awarded, to secure the claims to which reference is made in Sections 4200 to 4208, inclusive, of the Government Code of California, and Section 1192.1 of the Code of Civil Procedure of California,

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 1192.1 of the Code of Civil Procedure, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

L.C. Smith Company (Seal)

M. B. M. M. (Seal)

(Seal)

Principal
UNITED STATES FIDELITY AND (Seal)

~~GUARANTY COMPANY~~

By: Donna Ellis (Seal)
Donna Ellis - Attorney-in-Fact

(Seal)

Surety
120 Montgomery Street, San Francisco 4, California
Address

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

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF California
COUNTY OR CITY OF San Francisco } ss:

Before me, a Notary Public, personally came Donna Ellis
known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a
Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signa-
ture and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order
and authority of said Company's Board of Directors, and that the execution of the attached bond is the
free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 6th day of August, 19 63.

R. E. Gregerson
R. E. GREGERSON Notary Public.

My Commission expires Aug. 23, 1965

Jud. 876 (9-57)

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

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF California
COUNTY OR CITY OF San Francisco } ss:

Before me, a Notary Public, personally came Donna Ellis
known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a
Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signa-
ture and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order
and authority of said Company's Board of Directors, and that the execution of the attached bond is the
free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 6th day of August, 19 63.

R. E. Gregerson
R. E. GREGERSON Notary Public.

My Commission expires Aug. 23, 1965

Jud. 876 (9-57)

July 29, 1963

**L. C. Smith Company
999 Downer Avenue
San Jose, California**

**Subject: Construction on Hale Avenue between West Main Avenue
and Llagas Avenue**

Gentlemen:

Enclosed please find copies of captioned agreement. Please execute all copies of the agreement and return to this office, together with the required bonds, insurance certificates and workman's compensation certificate. After the agreements have been executed by the County, one copy will be returned to you for your files.

Be sure that all insurance policies name the County of Santa Clara as "Additional Insured" and that all such policies contain a thirty-day cancellation clause in lieu of the standard ten-day clause.

Please refer to your copy of the Specifications for the amounts of bonds and the insurance requirements, and instruct your insurance agent and bonding company to mail the certificates and bonds to the Board of Supervisors, 70 West Rosa Street, San Jose, California.

Your cooperation is appreciated.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:kb

Encl.

CC: Department of Public Works

A G R E E M E N T

THIS IS AN AGREEMENT made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (hereinafter referred to as "Owner") and

L. C. SMITH COMPANY

a corporation organized and existing under the laws of the State of California ; ~~a partnership consisting of~~
~~individuals doing~~
~~business as~~ ; of the City
of San Jose , in the State of California
(hereinafter referred to as "Contractor").

Owner and Contractor for the consideration hereinafter named agree as follows:

SECTION 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction ~~on~~ on Hale Avenue between West Main Avenue and Liagas Avenue, County of Santa Clara, State of California,

in accordance with the plans and specifications for the work, which plans and specifications have been approved by the Board of Supervisors of the County of Santa Clara and are hereby made a part of this agreement. Said plans and specifications are on file in the office of the Clerk of the Board of Supervisors.

SECTION 2 - CONTRACT PRICE

Owner shall pay, and Contractor shall accept Contractor's Bid Prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the actions 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 Owner, 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 whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer.

SECTION 3 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following hereinafter referred to as the contract documents; Notice to Bidders, Information for Bidders, Bid Form, Designation of Subcontractors, this Agreement, Bidder's Bond, Performance Bond, Labor and Materialman's Bond, General Conditions, Special Provisions, Drawings, Standard Specifications of the State of California, Department of Public Works, Division of Highways, Dated January 20, 1960, except as modified by the Special Provisions of the County of Santa Clara and addenda thereto, all of which are on file in the office of the Clerk of the Board of Supervisors of the County of Santa Clara.

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All the above named documents are intended to cooperate, so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

SECTION 4 - BEGINNING OF WORK

Following receipt and approval of the Contract Documents, Owner will issue Contractor a "Notice to Proceed." Under no circumstances shall Contractor enter the site of the work until receipt of the "Notice to Proceed."

SECTION 5 - TIME OF COMPLETION

The work called for herein shall be commenced within ten (10) days of the Notice to Proceed issued by Owner and shall be fully completed within the time limit set forth in the Notice to Bidders and with the Schedule of Operations contained in the Proposal to do work.

The first working day charged shall be the 11th day following the date of the Notice to Proceed. Should the 11th day fall on a Saturday, Sunday or Holiday, the following working day shall be the first working day charged.

SECTION 6 - NOTICES

All notices shall be in writing, and delivered in person or transmitted by mail, postage prepaid. Notices required to be given to Owner shall be addressed as follows:

Board of Supervisors,
County of Santa Clara,
70 West ~~Reed Street~~ **Hedding Street,**
San Jose, California.

Notices required to be given to Contractor shall be addressed as follows:

L. C. Smith Company,
999 Downer Avenue,
San Jose, California.

Notices required to be given to sureties of Contractor shall be addressed to such sureties at their addresses as the same appear on the bonds.

IN WITNESS WHEREOF, the parties hereto have executed this
Agreement as of the 29th day of July, 1963.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN

Clerk of the Board of Supervisors

Contractor

(Official Title)

L. C. SMITH COMPANY

999 DOWNER AVENUE

(Business Address)
SAN JOSE, CALIFORNIA

125547

Contractor's License No.

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
1	Lump Sum	Clearing & Grubbing at <u>TWO THIRTY SEVEN HUNDRED DOLLARS</u> Lump Sum		2700.00
2	7500	Cubic yards roadway excavation at <u>ONE DOLLAR TEN CENTS</u> Per Cubic Yard	1.10	8250.00
3	8800	Tons Class II Aggregate Base at <u>TWO DOLLARS THIRTY CENTS</u> Per Ton	2.30	20,240.00
4	1800	Tons Class II Aggregate Sub-Base at <u>TWO DOLLARS SEVENTY FIVE CENTS</u> Per Ton	2.75	4950.00
5	3900	Tons Asphalt Concrete at <u>SIX DOLLARS SIXTY CENTS</u> Per Ton	6.60	25,740.00
6	18	Tons SC-70 Liquid Asphalt (Prime Coat) at <u>FORTY FIVE DOLLARS</u> Per Ton	45.00	810.00
7	5500	Lineal Feet Asphalt Concrete Dike at <u>SIXTY FIVE CENTS</u> Per Lineal Foot	0.65	3575.00
Bid Form 1-A				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
8	5000	Cubic Yards Trench Excavation at <u>FIFTY CENTS</u> Per Cubic Yard	0.50	2500.00
9	40	Lineal feet 10" Vitrified Clay Pipe at <u>FOUR DOLLARS</u> Per Lineal Foot	4.00	160.00
10	4100	Lineal Feet 15" Vitrified Clay Pipe at <u>SIX DOLLARS</u> Per Lineal Foot	6.00	24,600.00
11	40	Lineal Feet 12" Reinforced Concrete Pipe (Class III) at <u>THREE DOLLARS</u> Per Lineal Foot	3.00	120.00
12	30	Lineal Feet 15" Reinforced Concrete Pipe (Class III) at <u>FOUR DOLLARS</u> Per Lineal Foot	4.00	120.00
13	30	Lineal feet 24" Reinforced Concrete Pipe (Class III) at <u>SEVEN DOLLARS</u> Per Lineal Foot	7.00	210.00
14	90	Lineal Feet 30" Reinforced Concrete Pipe (Class III) at <u>TEN DOLLARS</u> Per Lineal Foot	10.00	900.00
Bid Form 1-B				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
15	120	Lineal Feet 15" Corrugated Metal Pipe (16 Guage) at <u>FOUR</u> <u>DOLLARS NINETY</u> <u>CENTS</u> Per Lineal Foot	4.90	588.00
16	86	Lineal Feet 18" Corrugated Metal Pipe (16 Guage) at <u>SEVEN</u> <u>DOLLARS</u> Per Lineal Foot	7.00	602.00
17	72	Lineal Feet 30" Corrugated Metal Pipe (12 Guage) at <u>THIRTEEN</u> <u>DOLLARS</u> Per Lineal Foot	13.00	936.00
18	20	Lineal Feet 58" x 36" Corrugated Metal pipe arch at <u>TWENTY</u> <u>DOLLARS</u> Per Lineal Foot	20.00	400.00
19	180	Lineal Feet 6" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>FOUR</u> <u>DOLLARS FIFTY</u> <u>CENTS</u> Per Lineal Foot	4.50	810.00
20	2665	Lineal Feet 8" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>FIVE</u> <u>DOLLARS</u> Per Lineal Foot	5.00	13325.00
21	6	Each 8" Gate Valve (non-rising stem, one flanged, one mech. joint end) at <u>ONE HUNDRED</u> <u>THIRTY DOLLARS</u> Per Each	130.00	780.00
Bid Form 1-C				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
22	4	Each 12" Corrugated Metal Pipe Embankment Protectors at <u>ONE HUNDRED THIRTY DOLLARS</u> Per Each	130.00	520.00
23	8	Each County Standard Type G5 Drop Inlets at <u>FOUR HUNDRED DOLLARS</u> Per Each	400.00	3200.00
24	1	Each County Standard Type G1 Drop Inlet at <u>FOUR HUNDRED DOLLARS</u> Per Each	400.00	400.00
25	16	Each County Standard Manholes at <u>TWO HUNDRED FORTY DOLLARS</u> Per Each	240.00	3840.00
26	3	Each adjust manholes to Grade at <u>ONE HUNDRED DOLLARS</u> Per Each	100.00	300.00
27	15	Cubic Yards Class "A" Concrete (Minor Structures) at <u>TWO HUNDRED THIRTY DOLLARS</u> Per Cubic Yard	230.00	3450.00
28	200	Cubic Yards Class "C" Concrete at <u>FOURTY DOLLARS</u> Per Cubic Yard	40.00	8000.00
Bid Form 1-D				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
29	3440	Lineal Feet Metal Beam Guard Rail at <u>TWO DOLLARS SEVENTY CENTS</u> Per Lineal Foot	2.70	9288.00
30	84	Tons filler material at <u>ONE DOLLAR</u> Per Ton	1.00	84.00
31	Lump Sum	Control of Traffic at <u>FIVE HUNDRED DOLLARS</u> Lump Sum		500.00
32	Lump Sum	Clean up at <u>ONE THOUSAND DOLLARS</u> Lump Sum		1000.00
		GRAND TOTAL	\$	142,898.00

Bid Form 1-E

Hale av
Allen

October 5, 1964

Subject: Hale Avenue - Maintenance

On October 10, 1962, at the request of the Board of Supervisors, that portion of Hale Avenue between Llagas Avenue and West Main Street was relinquished by the City to the County and became a county road. Provision for such transfer is found under Assembly Bill 1226, Section 2 and under Section 1732 of the Streets and Highways Code.

Very truly yours,

ECS: ee

cc-NSR, B/S Road File #866

OCT 9 11 00 AM '64

RECEIVED

COPY

SANITIZATION
CONFIDENTIAL
OCT 9 11 00 AM '64
RECEIVED

TO THE HONORABLE
THE BOARD OF SUPERVISORS
COUNTY OF CLARA



RESOLUTION NO. 10
AN ORDINANCE TO
APPROVE THE
BUDGET FOR THE
FISCAL YEAR
ENDING DECEMBER
31, 1964

WHEREAS, the Board of Supervisors has the honor to acknowledge the receipt of the proposed budget for the fiscal year ending December 31, 1964, from the County Administrator, and

and whereas, the Board of Supervisors has the honor to acknowledge the receipt of the proposed budget for the fiscal year ending December 31, 1964, from the County Administrator, and

RECEIVED
BOARD OF SUPERVISORS
OCT 6 11 04 AM '64
COUNTY OF CLARA
SANTA CLARA

RECEIVED
BOARD OF SUPERVISORS
OCT 6 11 04 AM '64
COUNTY OF CLARA
SANTA CLARA

D. H.

NOTICE OF COMPLETION OF CONTRACT
AND ACCEPTANCE OF WORK

2616075

BOOK 6476 PAGE 124

4 h. NOTICE IS HEREBY GIVEN by order of the Board of Supervisors of the County of Santa Clara, State of California, pursuant to the provisions of Section 1193.1. of the Code of Civil Procedure, that work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as Owner therein, and L C SMITH COMPANY,

as Contractor therein, bearing the date July 29, 1963
on
for the construction ~~of~~ HALE AVENUE BTW. WEST MAIN AVENUE AND
LLAGAS AVENUE

and appurtenant facilities upon lands of said County known as
HALE AVENUE

situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the said Contractor, and the said work was accepted by the said Board of Supervisors on behalf of said County on the 20th day of April, 1964.

Upon said contract, U. S. Fidelity & Guarany Company
_____ was surety on the bond given by
said L C SMITH COMPANY

_____, the said Contractor, as required by law.

8 That the title of said County to the real property upon which said work and contract was performed is that of _____

Right of Way

That the address of said County is 20 West Hedding Street,
San Jose 10, California.

Date APR 20 1964
APPROVED [Signature]
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF California
COUNTY OR CITY OF San Francisco } ss:

Before me, a Notary Public, personally came Donna Ellis
known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 6th day of August, 19 63.


R. E. GREGERSON Notary Public.

My Commission expires Aug. 23, 1965

IN WITNESS WHEREOF, pursuant to the order of the Board of Supervisors made and given on the 20 day of April, 1964, authorizing and directing the execution of this instrument, the said County has caused these presents to be executed in its name, authenticated by the signature of the Chairman of the said Board of Supervisors this 20th day of April, 1964.

BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA

M. J. Spangler
Chairman of Said Board

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

M. J. Spangler

, being duly sworn, says:

That he is the Chairman of the Board of Supervisors of the County of Santa Clara, and that he makes this oath in its behalf; that the County of Santa Clara is the owner of the property described in the foregoing Notice; that he has read the foregoing Notice and knows the contents thereof, and that the facts therein stated are true of his own knowledge.

M. J. Spangler
Chairman of Said Board

Subscribed and sworn to before me
this APR 20 1964 day of APRIL.

Donald M. Rains

Notary Public in and for the County
of Santa Clara, State of California

DONALD M. RAINS
MY COMMISSION EXPIRES OCTOBER 16, 1967

FILED FOR RECORD
AT REQUEST OF

BOARD OF SUPERVISORS
Apr 23 2 40 PM 1964

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

D.H.

SANTA CLARA
COUNTY OF

APR 29 9 54 AM '64
RECEIVED
BOARD OF SUPERVISORS

IMPROVEMENT OF HALE AVE.
L.C. SMITH CONTRACTOR
RD # 866
(JOB # 639)

RELEASE OF NOTICE TO WITHHOLD FUNDS

WHEREAS, the undersigned, F. H. PEARSON, JR., is attorney for BILARDI CONSTRUCTION INC., a corporation, which said corporation heretofore filed a notice to withhold funds dated April 15, 1964, upon the County of Santa Clara, Department of Public Works, and U.S. F. & G., San Francisco, California, and

WHEREAS, payment has been made in accordance with said notice to withhold funds,

NOW, THEREFORE, the undersigned, F. H. PEARSON, JR., attorney for BILARDI CONSTRUCTION INC., a corporation, releases said notice to withhold.

DATED: June 18, 1964.

BILARDI CONSTRUCTION INC.
a California corporation

By Cottrell, Hofvendahl & Roesler

By

F. H. Pearson, Jr.
F. H. PEARSON, JR.,

Attorneys for BILARDI CONST. INC.

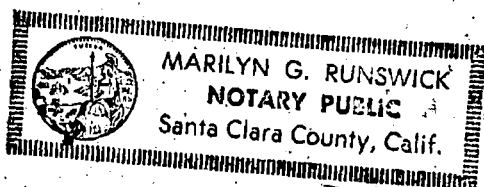
STATE OF CALIFORNIA)

COUNTY OF SANTA CLARA)

ss.

On this 18th day of June, 1964, before me MARILYN G. RUNSWICK, a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared F. H. PEARSON, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal in the County of Santa Clara the day and year in this certificate first above written.



Marilyn G. Runswick
MARILYN G. RUNSWICK
NOTARY PUBLIC in and for the County
of Santa Clara, State of California

cc: Co. Counsel } 6-23-64
Controller }

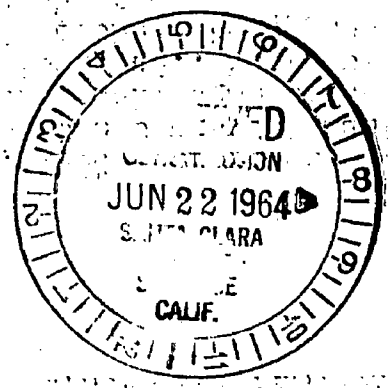
RECEIVED
DEPT. OF PUBLIC WORKS

JUN 23 2 07 PM '64
COUNTY OF
SANTA CLARA

RECEIVED
DEPT. OF PUBLIC WORKS
JUN 19 10 36 AM '64

RECEIVED
DEPT. OF PUBLIC WORKS
JUN 19 1964

COUNTY ENGINEER



866
county of santa clara

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

May 1, 1964

Mrs. Jean Pullan, Clerk
Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose, California

Dear Jean:

You forwarded to us a copy of a notice to withhold funds signed by Bilardi Construction Company in the amount of \$12,112.32. This claim arises out of work done by Bilardi Construction for L. C. Smith Company, a general contractor engaged in the installation of sanitary and storm sewer facilities on Hale Avenue between Llagas Avenue and Westmain Avenue.

The notice to withhold was defective in that it did not contain the verification of the claimant. We advised the claimant's attorney of this fact, and we have now received the executed verification.

We suggest that the verification, which is enclosed herewith, be attached to the original notice to withhold and the same be forwarded to the Controller for the necessary action.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By: *[Signature]*
John R. Kennedy
Assistant County Counsel

JRK:pt
Enclosure
cc: Controller
Department of Public Works

John
RECEIVED

APR 22 1964

COUNTY COUNSEL

NOTICE TO WITHHOLD FUNDS

TO: COUNTY OF SANTA CLARA
DEPARTMENT OF PUBLIC WORKS
20 WEST HEDDING STREET
SAN JOSE, CALIFORNIA

CC: U. S. F. & G.
120 Montgomery Street
San Francisco, California
Attn: R. W. Shinnick, Bonding Dept.

RECEIVED
BOARD SUPERVISORS
APR 21 9 18 AM '64
COUNTY OF
SANTA CLARA

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that on or about the 27th day of February, 1964, the undersigned, Bilardi Construction, Inc., completed work and furnished materials on Job No. 639 of the County of Santa Clara, under general contractor L. C. Smith Company for the installation of sanitary water and storm sewer facilities on and along Hale Avenue between Llglas Avenue and Westmain Avenue, County of Santa Clara, California.

That L. C. Smith Company is the general contractor who contracted with the County of Santa Clara for the purposes of constructing said sanitary water and storm sewer facilities, and said contractor in turn, subcontracted with the undersigned to furnish pipe, concrete manholes, gatevalves and other materials all of which were necessary for and used at said construction project. That said contractor further subcontracted with the undersigned to furnish the labor and machinery to install said sanitary water and storm sewer facilities.

That said claimant furnished said materials, labor and machinery by written contract with the general contractor and alleges that the sum of \$59,551.50 was and is the reasonable value of the materials and labor furnished and used in the construction of said Hale Avenue sanitary water and storm sewer facilities. That claimant has received the sum of \$47,439.18 and there remains due and owing and unpaid the sum of \$12,112.32.

That the claimant Bilardi Construction, Inc., is a corporation authorized to do business in the State of California and desires and requests you to withhold from any monies due or to become due to L. C. Smith Company on account of its contract with the County of Santa Clara for the construction of said sanitary water and storm sewer facilities on and along Hale avenue, the sum of \$12,112.32 and to pay the same to this claimant for the materials and labor above described and furnished.

This notice to withhold funds is filed pursuant to the provisions contained in Section 1190.1, et seq., of the Code of Civil Procedure of the State of California

DATED: April 15, 1964.

BILARDI CONSTRUCTION, INC.

By Anthony Bilardi
Anthony Bilardi, Pres.

COTTRELL, HOFVENDAHL & ROESSLER
210 North Fourth Street
San Jose, California 95112

Attorneys for Claimant

VERIFICATION

I, the undersigned, say:

I am the claimant

in the above-entitled matter; that I have read the foregoing

NOTICE TO WITHHOLD FUNDS

and know the contents thereof, and that the same is true of my own knowledge except as to those matters therein stated on information or belief, and as to them I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 15, 1964, at San Jose,

California.

Anthony Bilardi

INSTRUCTIONS TO CLAIMANTS

- NAME L. C. Smith Company DATE MAY 25, 1964
ADDRESS 999 Downer Avenue DEPT. Public Works
CITY San Jose, California
TYPE OR PRINT COMPLETE NAME & ADDRESS

I HEREBY CERTIFY UNDER PENALTY OF PERJURY that the above claim and the items, amounts and statements as herein set out are true and correct; that no part thereof has been heretofore paid; that the amount claimed is justly due and is presented within one year after the last item thereof has accrued.

PREPARE IN DUPLICATE
ORIGINAL TO CONTROLLER
RETAIN DUPLICATE

DESCRIPTION _____

716

INSTRUCTIONS TO CLAIMANTS

- NAME L C SMITH COMPANY DATE April 20, 1964
ADDRESS 999 Downer Avenue DEPT. Public Works
CITY San Jose, California
TYPE OR PRINT COMPLETE NAME & ADDRESS

4- PD-5 Rev. 12/58

#46
COUNTY OF SANTA CLARA
CONTRACT CHANGE ORDER NO. 357-1

SD - 1

PROJECT: Construction on Hale Avenue btw. West Main Avenue and Llagas Avenue
CONTRACTOR: L. C. Smith Company, 999 Downer Avenue, San Jose, California
CONTRACT NO: 357 ORIGINAL BID: \$142,898.00 Date of Contract: 7/29/63

INCREASE IN CONTRACT ITEMS OF WORK:

Item 3	258 Tons	Class II Aggregate Base @ \$2.30	= \$ 593.40
Item 7	1,833 LF	Asphalt Concrete Dike @ \$0.65	= 1,191.45
Item 11	32 LF	12" RCP Class III @ \$3.00	= 96.00
Item 12	2 LF	15" RCP Class III @ \$4.00	= 8.00
Item 14	2 LF	30" RCP Class III @ \$10.00	= 20.00
Item 15	58 LF	15" CMP 16 gauge @ \$4.90	= 284.20
Item 19	8 LF	6" Cast Iron Pipe @ \$4.50	= 36.00
Item 20	167 LF	8" Cast Iron Pipe @ \$5.00	= 835.00
Item 24	4 Each	County Standard Drop Inlet @ \$400.00	= 1600.00
Item 28	71 CY	Class "C" Concrete @ \$40.00	= 2840.00
TOTAL INCREASE IN CONTRACT ITEMS OF WORK:			\$7,504.05

DECREASE IN CONTRACT ITEMS OF WORK:

Item 4	619 Tons	Class II Aggregate Subbase @ \$2.75	= \$1,702.25
Item 5	33 Tons	Asphalt Concrete @ \$6.60	= 217.80
Item 6	4 Tons	SC-70 Liquid Asphalt Prime Coat @ \$45.00	= 180.00
Item 9	4 LF	10" Vitrified Clay Pipe @ \$4.00	= 16.00
Item 13	5 LF	24" Reinf. Conc. Pipe Class III @ \$7.00	= 35.00
Item 16	5 LF	18" Corrugated Metal Pipe (16 ga) @ \$7.00	= 35.00
Item 21	2 Each	8" Gate Valve @ \$130.00	= 260.00
Item 22	4 Each	12" CMP embankment protectors @ \$130.00	= 520.00
Item 26	2 Each	Adjust manholes to grade @ \$100.00	= 200.00
Item 29	96 LF	Metal Beam Guard Rail @ \$2.70	= 259.20
Item 30	84 Tons	Filler Material @ \$1.00	= 84.00
TOTAL DECREASE IN CONTRACT ITEMS OF WORK:			\$3,509.25

TOTAL NET INCREASE IN CONTRACT COST: \$3,994.80

The Town of Morgan Hill requested that additional work be accomplished under this contract.

Extension of Time:

Eight days extension of time will be allowed for this additional work.

I certify the increases and decreases in contract items of work represents the adjustment to the actual quantities used to complete this project.

James T. Pott DATE: _____
JAMES T. POTT, ACTING DIRECTOR PUBLIC WORKS

The quantities detailed on this Final Change Order are accepted to be the adjustment of all deviation from the original estimated quantities to the final quantities used in the construction of this project, and no further claim will be made for any additional compensation of work performed in the completion of this project.

L. C. Smith, V. Pres DATE: 4-6-64
L C SMITH COMPANY, CONTRACTOR, TITLE

Approved by County of Santa Clara.

Howard W. Campen DATE: APR 1
HOWARD W CAMPEN, COUNTY EXECUTIVE

Approved by County of Santa Clara Board of Supervisors.

M. J. Spangler DATE: APR 20 1964
M J SPANGLER, CHAIRMAN

distribution:

2 signed copies contractor
2 signed copies R. A. Jarratt,
Asst. County Engineer

WHITE — Controller
CANARY — County Executive
PINK — Central Service or
GOLD. ROD — County Engineer
GREEN — File

No. _____

Job No. _____

Change Order No. **357-1**

BOARD OF SUPERVISORS
SANTA CLARA COUNTY

DATE **April 20, 1964**

#4b

The following ~~change order~~ change order was approved by the Board of Supervisors at a meeting held:

_____ **April 20** _____, 19 **64**

Project to be charged **Hale Avenue construction between West Main and Llagas**

For the amount of \$ **3,994.80 Increase**

Contractor **L. C. Smith Company, 999 Downer Ave., San Jose**

Completion Date _____

Budget Item _____ (for Controller's use)

JEAN PULLAN
Clerk of the Board

COUNTY OF SANTA CLARA
CONTRACT CHANGE ORDER NO. 357-1

SD - 1

PROJECT: Construction on Hale Avenue btw, West Main Avenue and Llagas Avenue
CONTRACTOR: L. C. Smith Company, 999 Downer Avenue, San Jose, California
CONTRACT NO: 357 ORIGINAL BID: \$142,898.00 Date of Contract: 7/29/63

INCREASE IN CONTRACT ITEMS OF WORK:

Item 3	258 Tons	Class II Aggregate Base @ \$2.30	\$ 593.40
Item 7	1,833 LF	Asphalt Concrete Dike @ \$0.65	1,191.45
Item 11	32 LF	12" RCP Class III @ \$3.00	96.00
Item 12	2 LF	15" RCP Class III @ \$4.00	8.00
Item 14	2 LF	30" RCP Class III @ \$10.00	20.00
Item 15	58 LF	15" CMP 16 gauge @ \$4.90	284.20
Item 19	8 LF	6" Cast Iron Pipe @ \$4.50	36.00
Item 20	167 LF	8" Cast Iron Pipe @ \$5.00	835.00
Item 24	4 Each	County Standard Drop Inlet @ \$400.00	1600.00
Item 28	71 CY	Class "C" Concrete @ \$40.00	2840.00
TOTAL INCREASE IN CONTRACT ITEMS OF WORK:			\$7,504.05

DECREASE IN CONTRACT ITEMS OF WORK:

Item 4	619 Tons	Class II Aggregate Subbase @ \$2.75	\$1,702.25
Item 5	33 Tons	Asphalt Concrete @ \$6.60	217.80
Item 6	4 Tons	SC-70 Liquid Asphalt Prime Coat @ \$45.00	180.00
Item 9	4 LF	10" Vitrified Clay Pipe @ \$4.00	16.00
Item 13	5 LF	24" Reinf. Conc. Pipe Class III @ \$7.00	35.00
Item 16	5 LF	18" Corrugated Metal Pipe (16 ga) @ \$7.00	35.00
Item 21	2 Each	8" Gate Valve @ \$130.00	260.00
Item 22	4 Each	12" CMP embankment protectors @ \$130.00	520.00
Item 26	2 Each	Adjust manholes to grade @ \$100.00	200.00
Item 29	96 LF	Metal Beam Guard Rail @ \$2.70	259.20
Item 30	84 Tons	Filler Material @ \$1.00	84.00
TOTAL DECREASE IN CONTRACT ITEMS OF WORK:			\$3,509.25

TOTAL NET INCREASE IN CONTRACT COST: \$3,994.80

The Town of Morgan Hill requested that additional work be accomplished under this contract.

Extension of Time:

Eight days extension of time will be allowed for this additional work.

I certify the increases and decreases in contract items of work represents the adjustment to the actual quantities used to complete this project.

DATE:

JAMES T POTT, ACTING DIRECTOR PUBLIC WORKS

page 1 of 2 pages

Date APR 20 1964
APPROVED *[Signature]*
RE: CE CC PC DPW FLD
NO: ABSTAINS:

The quantities detailed on this Final Change Order are accepted to be the adjustment of all deviation from the original estimated quantities to the final quantities used in the construction of this project, and no further claim will be made for any additional compensation of work performed in the completion of this project.

L. C. Smith, V Pres DATE: 4-6-64
L. C. SMITH COMPANY, CONTRACTOR, TITLE

Approved by County of Santa Clara.

Howard W. Campen DATE: APR 15 1964
HOWARD W CAMPEN, COUNTY EXECUTIVE

Approved by County of Santa Clara Board of Supervisors.

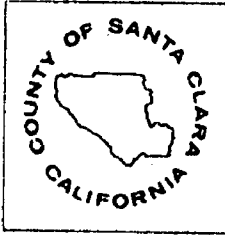
M. J. Spangler DATE: APR 20 1964
M. J. SPANGLER, CHAIRMAN

distribution:

2 signed copies contractor.
2 signed copies R. A. Jarratt,
Asst. County Engineer

county of santa clara

S.D. 1



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: April 3, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF April 20, 1964, 1964

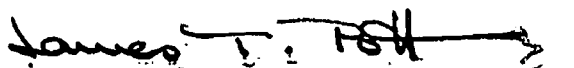
FROM: Jarratt, Construction, Public Works

TITLE: Contract Change Order No. 357-1, Construction on Hale Avenue
btw. West Main Avenue and Llagas Avenue, Contractor: L. C. Smith Company,
Original Bid: \$142,898.00, Net Increase in Contract Cost: \$3,994.80
Notice of Completion

DESCRIPTION:

During the course of construction on this project, the Town of Morgan Hill requested additional work be done by this contractor, to conform to their requirements. The increase in the contract amount reflects primarily this additional work requested by Morgan Hill. The increase in the plant mix dike was for the protection along an open ditch. The increase in the sacked concrete rip rap was for protection to the Liveoak School, which backed onto the Hale Avenue drainage ditch. The other contract item decreases and increases generally reflect the minor changes in the contract items as estimated and actually constructed in the field.

APPROVED:



JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

SANTA CLARA COUNTY CLAIMS

INSTRUCTIONS TO CLAIMANTS

- (1) Claims MUST be certified to by the claimant and the proper authority ordering the delivery of articles or performance of service before being filed with County Auditor for allowance.
- (2) Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
- (3) No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

NAME L. C. Smith Company

DATE March 24, 1964

ADDRESS 999 Downer Avenue

DEPT. Public Works

CITY San Jose, California

TYPE OR PRINT COMPLETE NAME & ADDRESS

DATE 19 <u>64</u>	DESCRIPTION	AMOUNT
3/24/	To 90% of labor and materials furnished to date	
	for the Construction on Hale Avenue amounting to:	
	\$139,486.50 - \$125,538.00	
	Less Prev. Pmts. <u>110,097.00</u>	
	This Payment <u>\$15,441.00</u>	
	Contract # 357 - 7th Progress Payment	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY that the above claim and the items, amounts and statements as herein set out are true and correct; that no part thereof has been heretofore paid; that the amount claimed is justly due and is presented within one year after the last item thereof has accrued.

CLAIMANT _____

DATE _____ PLACE _____

APPROVED _____

DEPARTMENT HEAD
C J MACPHERSON, - BUSINESS MANAGER
CHG. BUDGET ACCT. 471-80-10

FOR CONTROLLER'S USE ONLY

FUND NO. _____

APPRO-03 VENDOR NO. _____

DATE _____

CLAIM NO. _____

DEPT.	C	OBJECT	AMOUNT

DESCRIPTION _____

THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJECT TO THE AVAILABILITY OF FUNDS
CC: Clerk of the Board **EDWARD N. GLAESER, County Controller**

PREPARE IN DUPLICATE
ORIGINAL TO CONTROLLER
RETAIN DUPLICATE

By _____
DEPUTY CONTROLLER

INSURANCE - SURETY BONDS
315 MONTGOMERY STREET
SAN FRANCISCO 4, CALIFORNIA
EXBROOK 7-3188

County of Santa Clara
70 West Rosa Street
San Jose, California

Re: L. C. Smith Company

Very truly yours,

Donna Ellis

DE:bjr

Enclosures (2)

cc: L. C. Smith Company

100-443886-100

CERTIFICATE OF INSURANCE

January 30, 1964

THIS IS TO CERTIFY that the insurance policies and/or certificates indicated below have been issued and are in full force and effect as of the effective date of this certificate.

NAME OF INSURED: L. C. SMITH COMPANY; CONCAR RANCH & ENTERPRISES, INC.; BUILDING PRODUCTS, INC.;
THE L. C. DEVELOPMENT CORPORATION; POLHEMUS, INC.; THE TIRE MART.
MAILING ADDRESS: P. O. BOX 610, SAN MATEO, CALIFORNIA

BASIC INSURANCE PROGRAM

Comprehensive Liability
Including Operations, Automobiles, Products,
Contractual, Protective and Elevators

Bodily Injury Including Automobile
\$ 100,000 each Person
\$ 300,000 each Occurrence
\$ 300,000 Aggregate Products
Broad Form Property Damage
\$ 100,000 each Occurrence
\$ 100,000 Aggregate

The Basic Insurance Program is composed of the following policies:

Name of Insurance Company	Policy or Certificate Number	Policy Term	Limits of Liability		
			Bodily Injury	Property Damage	
United States Fidelity and Guaranty Company	CLP 95900	January 1, 1964 to January 1, 1965	\$ 25,000	Each Person	
			\$100,000	Each Occurrence	\$25,000
				Aggregate Operations	\$25,000
				Aggregate Protective	\$25,000
			\$100,000	Aggregate Products	\$25,000
				Aggregate Contractual	\$25,000
Cravens, Dargan & Company	LO 65561 Excess Bodily Injury & Auto Property Damage LO 65562 Excess General Property Damage	March 4, 1963 to March 4, 1966	\$ 75,000	Each Person	
			\$200,000	Each Occurrence	\$75,000
				Aggregate Operations	\$75,000
				Aggregate Protective	\$75,000
			\$200,000	Aggregate Products	\$75,000
				Aggregate Contractual	\$75,000

SUPPLEMENTAL INSURANCE PROGRAM

Excess Personal Injury and
Property Damage (Umbrella Form.)

Lloyd's through Rathbone, King & Seeley, Underwriters; Cert. No. LM 27458; Jan 1, 1962-65.
\$1,000,000 single limit excess of Basic Insurance Program.

(The above certificates have been issued by Cravens, Dargan & Company and Rathbone, King & Seeley for underwriters at Lloyd's of London, and/or companies whose names and proportions underwritten by them are or will be on file in the respective offices of each in San Francisco, California. Notice is hereby given that neither Cravens, Dargan & Company nor Rathbone, King & Seeley are the insurers hereunder and they shall not be liable for any loss or damage.)

This certificate is only a statement of the existence of the policy(s) referred to and does not change or affect the terms thereof. However, it is agreed by the above companies that in the event of cancellation or any material changes affecting the policies issued by them ~~thirty (30)~~ days written notice will be mailed or delivered to:
thirty (30)

Certificate Holder: COUNTY OF SANTA CLARA

Address: 70 WEST ROSA STREET, SAN JOSE, CALIFORNIA

Description of operations,
job or work covered: Construction on Hale Avenue between West Main Avenue and Llagas Avenue,
County of Santa Clara, State of California

INSURED'S
JOB NO.
369

JOSEPH A. WYNNE AGENCY
By: *[Signature]*

CERTIFICATE OF INSURANCE

January 30, 1964

THIS IS TO CERTIFY that the insurance policies and/or certificates indicated below have been issued and are in full force and effect as of the effective date of this certificate.

NAME OF INSURED: L. C. SMITH COMPANY; CONCAR RANCH & ENTERPRISES, INC.; BUILDING PRODUCTS, INC.;
THE L. C. DEVELOPMENT CORPORATION; POLHEMUS, INC.; THE TIRE MART.
MAILING ADDRESS: P. O. BOX 610, SAN MATEO, CALIFORNIA

BASIC INSURANCE PROGRAM

Comprehensive Liability
Including Operations, Automobiles, Products,
Contractual, Protective and Elevators

Bodily Injury Including Automobile
\$ 100,000 each Person
\$ 300,000 each Occurrence
\$ 300,000 Aggregate Products
Broad Form Property Damage
\$ 100,000 each Occurrence
\$ 100,000 Aggregate

The Basic Insurance Program is composed of the following policies:

Name of Insurance Company	Policy or Certificate Number	Policy Term	Limits of Liability		
			Bodily Injury		Property Damage
United States Fidelity and Guaranty Company	CLP 95900	January 1, 1964 to January 1, 1965	\$ 25,000	Each Person	
			\$100,000	Each Occurrence	\$25,000
				Aggregate Operations	\$25,000
				Aggregate Protective	\$25,000
			\$100,000	Aggregate Products	\$25,000
				Aggregate Contractual	\$25,000
Cravens, Dargan & Company	LO 65561 Excess Bodily Injury & Auto Property Damage LO 65562 Excess General Property Damage	March 4, 1963 to March 4, 1966	\$ 75,000	Each Person	
			\$200,000	Each Occurrence	\$75,000
				Aggregate Operations	\$75,000
				Aggregate Protective	\$75,000
			\$200,000	Aggregate Products	\$75,000
				Aggregate Contractual	\$75,000

SUPPLEMENTAL INSURANCE PROGRAM

Excess Personal Injury and
Property Damage (Umbrella Form.)
Lloyd's through Rathbone, King & Seeley, Underwriters; Cert. No. LM 27458; Jan 1, 1962-65.
\$1,000,000 single limit excess of Basic Insurance Program.

(The above certificates have been issued by Cravens, Dargan & Company and Rathbone, King & Seeley for underwriters at Lloyd's of London, and/or companies whose names and proportions underwritten by them are or will be on file in the respective offices of each in San Francisco, California. Notice is hereby given that neither Cravens, Dargan & Company nor Rathbone, King & Seeley are the insurers hereunder and they shall not be liable for any loss or damage.)

This certificate is only a statement of the existence of the policy(s) referred to and does not change or affect the terms thereof. However, it is agreed by the above companies that in the event of cancellation or any material changes affecting the policies issued by them ~~thirty (30)~~ **thirty (30)** days written notice will be mailed or delivered to:

Certificate Holder: COUNTY OF SANTA CLARA

Address: 70 WEST ROSA STREET, SAN JOSE, CALIFORNIA

Description of operations,
job or work covered: Construction on Hale Avenue between West Main Avenue and Llagas Avenue.

County of Santa Clara, State of California

INSURED'S
JOB NO.
369

JOSEPH A. WYNNE, AGENCY
By: *[Signature]*

INSTRUCTIONS TO CLAIMANTS

- 4- PD-5 Rev. 12/58

INSTRUCTIONS TO CLAIMANTS

4. PD-5 Rev. 12/58

INSTRUCTIONS TO CLAIMANTS

- 4- PD-5 Rev. 12/58

SANTA CLARA COUNTY

CLAIMS

INSTRUCTIONS TO CLAIMANTS

- (1) Claims MUST be certified to by the claimant and the proper authority ordering the delivery of articles or performance of service before being filed with County Auditor for allowance.
- (2) Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
- (3) No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

NAME L. C. Smith Company

ADDRESS 999 Downer Avenue

CITY San Jose, California

TYPE OR PRINT COMPLETE NAME & ADDRESS

DATE	DESCRIPTION	AMOUNT
19 64		
1/24	To 90% of labor and materials furnished to date	
	for the Construction on Hale Avenue amounting to:	
	\$105,058.90 - \$94,553.00	
	Less Previous Payments <u>59,383.00</u>	
	This Payment \$35,170.00	
	Contract # 357 - 5th Progress Payment	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY that the above claim and the items, amounts and statements as herein set out are true and correct; that no part thereof has been heretofore paid; that the amount claimed is justly due and is presented within one year after the last item thereof has accrued.

CLAIMANT _____

DATE _____ PLACE _____

APPROVED _____

JAMES T POTT, ACTING DIRECTOR DEPARTMENT HEAD

CHG. BUDGET ACC'T, 471-80-10

FOR CONTROLLER'S USE ONLY

FUND NO. _____

APPRO-03 VENDOR NO. _____

DATE _____

CLAIM NO. _____

DEPT.	C	OBJECT	AMOUNT

DESCRIPTION _____

THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJECT TO THE AVAILABILITY OF FUNDS
cc: Clerk of the Board EDWARD N. GLAESER, County Controller

PREPARE IN DUPLICATE
ORIGINAL TO CONTROLLER
RETAIN DUPLICATE

By _____

DEPUTY CONTROLLER

SANTA CLARA COUNTY CLAIMS

INSTRUCTIONS TO CLAIMANTS

- (1) Claims MUST be certified to by the claimant and the proper authority ordering the delivery of articles or performance of service before being filed with County Auditor for allowance.
 (2) Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 (3) No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

NAME L. C. Smith Company DATE December 24, 1963
 ADDRESS 999 Downer Avenue DEPT. Public Works
 CITY San Jose, California
 TYPE OR PRINT COMPLETE NAME & ADDRESS

DATE 19 <u>63</u>	DESCRIPTION	AMOUNT
<u>12/24</u>	<u>To 90% of labor and materials furnished to date for the Construction on Hale Avenue amounting to:</u>	
	<u>\$65,981.55 - \$59,383.00</u>	
	<u>Less Prev. Pmts. <u>23,836.00</u></u>	
	<u>This Payment \$35,547.00</u>	
	<u>Contract # 357 - 4th Progress Payment</u>	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY that the above claim and the items, amounts and statements as herein set out are true and correct; that no part thereof has been heretofore paid; that the amount claimed is justly due and is presented within one year after the last item thereof has accrued.

CLAIMANT _____

DATE _____ PLACE _____

APPROVED MES T POTT, ACTING Director Public Works
 CHG. BUDGET ACC'T. 471-80-10

FOR CONTROLLER'S USE ONLY

FUND NO. _____

APPRO-03 VENDOR NO. _____

DATE _____

CLAIM NO. _____

DEPT.	C	OBJECT	AMOUNT

DESCRIPTION _____

THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJECT TO THE AVAILABILITY OF FUNDS
cc: Clerk of the Board EDWARD N. GLAESER, County Controller

PREPARE IN DUPLICATE
 ORIGINAL TO CONTROLLER
 RETAIN DUPLICATE

By _____
 DEPUTY CONTROLLER

SANTA CLARA COUNTY CLAIMS

INSTRUCTIONS TO CLAIMANTS

- (1) Claims MUST be certified to by the claimant and the proper authority ordering the delivery of articles or performance of service before being filed with County Auditor for allowance.
 (2) Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 (3) No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

NAME L. C. Smith Company DATE November 24, 1963
 ADDRESS 999 Downer Avenue DEPT. Public Works
 CITY San Jose, California
 TYPE OR PRINT COMPLETE NAME & ADDRESS

DATE 19 <u>63</u>	DESCRIPTION	AMOUNT
<u>11/24</u>	<u>To 90% of labor and materials furnished to</u>	
	<u>date for the Constr. on Hale Avenuebtw.</u>	
	<u>Llagas Avenue and West Main Avenue amounting to:</u>	
	<u>\$26,484.50 - \$23,836.00</u>	
	<u>Less Prev. Pmts. <u>8,006.00</u></u>	
	<u>This Payment <u>\$15,830.00</u></u>	
	<u>Contract # 357 - 3rd Progress Payment</u>	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY that the above claim and the items, amounts and statements as herein set out are true and correct; that no part thereof has been heretofore paid; that the amount claimed is justly due and is presented within one year after the last item thereof has accrued.

FOR CONTROLLER'S USE ONLY

FUND NO. _____

APPRO-03 VENDOR NO. _____

DATE _____

CLAIM NO. _____

DEPT.	C	OBJECT	AMOUNT

CLAIMANT _____

DATE _____ PLACE _____

APPROVED _____

JAMES T POTT, Acting DEPARTMENT HEAD
Director Public Works
 CHG. BUDGET ACC'T. 471-80-10

DESCRIPTION _____

THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJECT TO THE AVAILABILITY OF FUNDS
cc: Clerk of the Board **EDWARD N. GLAESER, County Controller**

PREPARE IN DUPLICATE
 ORIGINAL TO CONTROLLER
 RETAIN DUPLICATE

By _____
 DEPUTY CONTROLLER

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 525 GOLDEN GATE AVENUE • SAN FRANCISCO 1
P. O. Box 807

August 13, 1963

County of Santa Clara
70 West Rosa Street
San Jose, California

CERTIFICATE OF WORKMEN'S COMPENSATION INSURANCE

This supersedes and corrects
certificate issued on August 9,
1963.

THIS IS TO CERTIFY that we have issued a valid Workmen's Compensation Insurance Policy in a form approved by the Insurance Commissioner to the Employer named below for the policy period indicated.

This Policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the Employer.

We will also give you TEN days' advance notice should this Policy be cancelled prior to its normal expiration.

Employer



General Manager

L. C. Smith Co.
Box 610
San Mateo, California

Job: #369 - Hale Avenue
between W. Main Avenue
Llagas Avenue

104834-63 8-1-63/8-1-64

August 13, 1963

County of Santa Clara
To Messrs. Jose
San Jose, California

This subpoenaed and returned
certificates issued on August 13,
1963.

100-1-13-63
COUNTY OF SANTA CLARA
RECEIVED

AUG 15 8 29 AM '63

RECEIVED
PUBLIC WORKS

COUNTY OF
SANTA CLARA

AUG 19 2 11 PM '63

RECEIVED
BOARD OF SUPERVISORS

100-1-13-63
COUNTY OF SANTA CLARA
RECEIVED

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 525 GOLDEN GATE AVENUE • SAN FRANCISCO 1
P. O. Box 807

August 13, 1963

County of Santa Clara
70 West Rosa Street
San Jose, California

CERTIFICATE OF WORKMEN'S COMPENSATION INSURANCE

This supersedes and corrects
certificate issued on August 9,
1963.

THIS IS TO CERTIFY that we have issued a valid Workmen's Compensation Insurance Policy in a form approved by the Insurance Commissioner to the Employer named below for the policy period indicated.

This Policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the Employer.

We will also give you TEN days' advance notice should this Policy be cancelled prior to its normal expiration.

Employer


General Manager

L. C. Smith Co.
Box 610
San Mateo, California

Job: #369 - Hale Avenue
between W. Main Avenue
Llagas Avenue

104834-63 8-1-63/8-1-64

RECEIVED
BOARD OF SUPERVISORS
Aug 19 2 17 PM '63
COUNTY OF
SANTA CLARA

RECEIVED
PUBLICATIONS
Aug 15 8 29 AM '63
COUNTY OF
SANTA CLARA

RECEIVED
COUNTY OF
SANTA CLARA
Aug 19 1963

RECEIVED
COUNTY OF
SANTA CLARA
Aug 19 1963

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 525 GOLDEN GATE AVENUE • SAN FRANCISCO 1
P. O. Box 807

August 13, 1963

County of Santa Clara
70 West Rosa Street
San Jose, California

CERTIFICATE OF WORKMEN'S COMPENSATION INSURANCE This supersedes and corrects certificate issued on August 9, 1963.

THIS IS TO CERTIFY that we have issued a valid Workmen's Compensation Insurance Policy in a form approved by the Insurance Commissioner to the Employer named below for the policy period indicated.

This Policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the Employer.

We will also give you TEN days' advance notice should this Policy be cancelled prior to its normal expiration.

Employer


General Manager

L. C. Smith Co.
Box 610
San Mateo, California

Job: #369 - Hale Avenue
between W. Main Avenue
Llagas Avenue

104834-63 8-1-63/8-1-64

RECEIVED
PUBLIC WORKS
Aug 15 8 29 AM '62
COUNTY OF
SANTA CLARA

RECEIVED
BOARD OF SUPERVISORS
Aug 19 2 11 PM '63
COUNTY OF
SANTA CLARA

REDI-LETTER

COVER ONE SUBJECT ONLY IN EACH LETTER

THIS Rediform PRODUCT
FOR TYPEWRITER OR HAND USE

FOR USE IN
WINDOW ENVELOPE

82805

To

County of Santa Clara
Board of Supervisors
70 W. Rosa
San Jose Cal
Attn: Project Planning Clerk

FROM

L. C. SMITH CO.
465 CONCAR DRIVE
SAN MATEO, CALIF.

345 4891

Subject

Job 369 - Hale Ave bet. W. Main &
Hagood Ave

Date

8/7/63

MESSAGE:

Gentlemen:

We have enclosed for your further
execution 3 copies of the signed
Contract Agreement and Bond and
Insurance Certificate as requested.
(The Comp. Certificate)
to follow.

Signed

Very truly yours,
Chas. C. Smith

REPLY:

Signed

Date

/ /

REDI-LETTER

COVER ONE SUBJECT ONLY IN EACH LETTER

THIS Rediform PRODUCT
FOR TYPEWRITER OR HAND USE

FOR USE IN
WINDOW ENVELOPE

82805

To
County of Santa Clara
Board of Supervisors
70 W. Rosa
San Jose Cal
At Mr. Joseph P. Patten's Clerk

FROM

L. C. SMITH CO.
465 CONCAR DRIVE
SAN MATEO, CALIF.

345 4891

Subject

Job 369 - Hale Ave bet. W. Main &
Hagood Ave

Date

8/7/63

MESSAGE:

Gentlemen:

We have enclosed for your further
execution. 3 copies of the signed
Contract Agreement and Bond and
Insurance Certificate as requested.

(The Comp. Certificate)
to follow.

Signed

Very truly yours,
L. C. Smith

REPLY:

Signed

Date

/ /

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 525 GOLDEN GATE AVENUE • SAN FRANCISCO 1
P. O. Box 807

August 9, 1963

County of Santa Clara
70 West Rosa Street
San Jose, California

CERTIFICATE OF WORKMEN'S COMPENSATION INSURANCE

THIS IS TO CERTIFY that we have issued a valid Workmen's Compensation Insurance Policy in a form approved by the Insurance Commissioner to the Employer named below for the policy period indicated.

This Policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the Employer.

We will also give you TEN days' advance notice should this Policy be cancelled prior to its normal expiration.

Employer

L. C. Smith Co.
Box 610
San Mateo, California

104834-63 8-1-63/8-1-64


General Manager

Job: #369 - Hall Avenue
between W. Main Avenue
Llagas Avenue

1963 AUG 15

CLARK COUNTY
CLARK COUNTY
CLARK COUNTY

SANTA CLARA
COUNTY

AUG 15 1 24 PM '63

PUBLIC WORKS

RECEIVED

1963 AUG 15
CLARK COUNTY
CLARK COUNTY

SANTA CLARA
COUNTY OF

AUG 15 2 17 PM '63

BOARD OF SUPERVISORS

CLARK COUNTY
CLARK COUNTY
CLARK COUNTY

1963 AUG 15 2 17 PM '63

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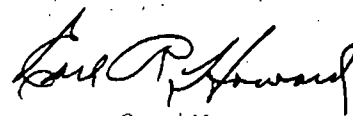
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General Manager

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between W. Main Avenue
Llagas Avenue

RECEIVED
PUBLIC WORKS
AUG 13 1 24 PM '63
COUNTY OF
SANTA CLARA

RECEIVED
BOARD OF SUPERVISORS
AUG 15 - 2 17 PM '63
COUNTY OF
SANTA CLARA

CERTIFICATE OF INSURANCE

August 6, 1963

THIS IS TO CERTIFY that the insurance policies and/or certificates indicated below have been issued and are in full force and effect as of the effective date of this certificate.

NAME OF INSURED: L. C. SMITH COMPANY; CONCAR RANCH & ENTERPRISES, INC.; BUILDING PRODUCTS, INC.;
THE L. C. DEVELOPMENT CORPORATION; POLHEMUS, INC.; THE TIRE MART.
MAILING ADDRESS: P. O. BOX 610, SAN MATEO, CALIFORNIA

BASIC INSURANCE PROGRAM

Comprehensive Liability
Including Operations, Automobiles, Products,
Contractual, Protective and Elevators

Bodily Injury Including Automobile

\$ 100,000 each Person
\$ 300,000 each Occurrence
\$ 300,000 Aggregate Products
Broad Form Property Damage
\$ 100,000 each Occurrence
\$ 100,000 Aggregate

RECEIVED
AUG 7 1963

L. C. SMITH CO.
SAN MATEO

The Basic Insurance Program is composed of the following policies:

Name of Insurance Company	Policy or Certificate Number	Policy Term	Limits of Liability		
			Bodily Injury	Property Damage	
United States Fidelity and Guaranty Company	CLP 87305	March 4, 1963 to March 4, 1964	\$ 25,000	Each Person	
			\$100,000	Each Occurrence	\$25,000
				Aggregate Operations	\$25,000
				Aggregate Protective	\$25,000
			\$100,000	Aggregate Products	\$25,000
Cravens, Dargan & Company	LO 65561 Excess Bodily Injury & Auto Property Damage LO 65562 Excess General Property Damage	March 4, 1963 to March 4, 1966	\$ 75,000	Each Person	
			\$200,000	Each Occurrence	\$75,000
				Aggregate Operations	\$75,000
				Aggregate Protective	\$75,000
			\$200,000	Aggregate Products	\$75,000
				Aggregate Contractual	\$75,000

SUPPLEMENTAL INSURANCE PROGRAM

Excess Personal Injury and
Property Damage (Umbrella Form.)

Lloyd's through Rathbone, King & Seeley, Underwriters; Cert. No. LM 27458; Jan 1, 1962-65.
\$1,000,000 single limit excess of Basic Insurance Program.

(The above certificates have been issued by Cravens, Dargan & Company and Rathbone, King & Seeley for underwriters at Lloyd's of London, and/or companies whose names and proportions underwritten by them are or will be on file in the respective offices of each in San Francisco, California. Notice is hereby given that neither Cravens, Dargan & Company nor Rathbone, King & Seeley are the insurers hereunder and they shall not be liable for any loss or damage.)

This certificate is only a statement of the existence of the policy(s) referred to and does not change or affect the terms thereof. However, it is agreed by the above companies that in the event of cancellation or any material changes affecting the policies issued by them ~~thirty (30)~~ days written notice will be mailed or delivered to:

thirty (30)

Certificate Holder: COUNTY OF SANTA CLARA

Address: 70 WEST ROSA STREET, SAN JOSE, CALIFORNIA

Description of operations,
job or work covered: Construction on Hale Avenue between West Main Avenue and Llagas Avenue,

County of Santa Clara, State of California.

IT IS HEREBY AGREED THAT AS RESPECTS THE ABOVE JOB, THE COUNTY OF SANTA CLARA IS AN ADDITIONAL INSURED.

INSURED'S
JOB NO.
369

JOSEPH A. WYNNE AGENCY

By: Deles

CERTIFICATE OF INSURANCE

August 6, 1963

THIS IS TO CERTIFY that the insurance policies and/or certificates indicated below have been issued and are in full force and effect as of the effective date of this certificate.

NAME OF INSURED: L. C. SMITH COMPANY; CONCAR RANCH & ENTERPRISES, INC.; BUILDING PRODUCTS, INC.;
THE L. C. DEVELOPMENT CORPORATION; POLHEMUS, INC.; THE TIRE MART.
MAILING ADDRESS: P. O. BOX 610, SAN MATEO, CALIFORNIA

BASIC INSURANCE PROGRAM

Comprehensive Liability Including Operations, Automobiles, Products, Contractual, Protective and Elevators	<u>Bodily Injury Including Automobile</u> \$ 100,000 each Person \$ 300,000 each Occurrence \$ 300,000 Aggregate Products <u>Broad Form Property Damage</u> \$ 100,000 each Occurrence \$ 100,000 Aggregate
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				Aggregate Contractual	\$25,000
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				Aggregate Operations	\$75,000
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INSURED'S
JOB NO.
369

JOSEPH A. WYNNE AGENCY

By: *[Signature]*

CERTIFICATE OF INSURANCE

August 6, 1963

THIS IS TO CERTIFY that the insurance policies and/or certificates indicated below have been issued and are in full force and effect as of the effective date of this certificate.

NAME OF INSURED: L. C. SMITH COMPANY; CONCAR RANCH & ENTERPRISES, INC.; BUILDING PRODUCTS, INC.;
THE L. C. DEVELOPMENT CORPORATION; POLHEMUS, INC.; THE TIRE MART.
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Including Operations, Automobiles, Products,
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INSURED'S
JOB NO.

369

JOSEPH A. WYNNE AGENCY

By: Wynne

PINK --- CONTROLLER
BLUE --- COUNTY EXECUTIVE
GREEN -- CENTRAL SERVICE OR
COUNTY ENGINEER
CANARY - FILE

NO.

JOB NO. 337

24b.

BOARD OF SUPERVISORS
SANTA CLARA COUNTY

DATE July 29, 1963

THE FOLLOWING CONTRACT WAS AWARDED OR CHANGE ORDER
WAS APPROVED BY THE BOARD OF SUPERVISORS AT A MEETING HELD

July 29 19 63

PROJECT TO BE CHARGED Construction on Hale Avenue between West
Main Avenue and Llagas Avenue

FOR THE AMOUNT OF \$ 142,898.00

CONTRACTOR L. C. Smith Co., 999 Downer Avenue, San Jose, Calif.

COMPLETION DATE 80 Working Days

BUDGET ITEM _____ (FOR CONTROLLER'S USE)

~~XXXXXXXXXXXX~~ JEAN FULLAN

CLERK OF THE BOARD

24b.
JULY 25, 1963

FOR CONSTRUCTION ON HALE AVENUE BETWEEN LIAGAS AVENUE AND WEST
MAIN AVENUE IN MORGAN HILL.

Bateman, J. C.

Dillard Construction, Inc.

East Valley Underground

W. H. Ebert Corp.
Spartan Const. Corp.

Foster-Maloney

Granite Construction Co.

Holmes, Oscar C., Inc.

James Engineering

Jones, O. C. & Sons

Pellegrini Paving Co.

Peters, A. J. & Sons

Pestana, Ernest
Petersen Bros.

Piazza Paving Co.

Pisano Bros., Inc.

Raisch, A. J. Paving Co.

178,653.00

178,583.30

159,702.30
159,953.00

153,906.00

149,824.95

Date JUL 29 1963
APPROVED *[Signature]*
RE: CE CC PC DPW FLD
NO: ARSTATNS.

FOR CONSTRUCTION ON HALE AVENUE BETWEEN LLAGAS AVENUE AND WEST
MAIN AVENUE IN MORGAN HILL.

Renz, George C. Const. Co.

145,480.35

Smith, L. C. *cl/Sy.* awarded = 142,898.00

= 142,898.00

Standard Grading & Paving, Inc.

165,941.00

Stutz, R. W.

Engineer's Estimate

148,000.⁰⁰

county of santa clara

DEPARTMENT OF PUBLIC WORKS

JAMES B. ENOCHS, DIRECTOR

SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

20 WEST ROSA STREET
SAN JOSE 10, CALIFORNIA

July 25, 1963

The Honorable Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose, California.

Gentlemen:

The County Engineer's estimate for Construction on
Hale Avenue between Llagas Avenue and West Main Avenue
in Morgan Hill is \$ 148,000⁰⁰.

Respectfully submitted,

James B. Enoch
by *R. H. Harkness*
JAMES B. ENOCHS
Director of Public Works

JBE:js

(Bid Void if Detached)

B I D F O R M

TO: The County of Santa Clara, State of California,
herein called Owner:

1a. Pursuant to and in compliance with your Notice
to Bidders and the Contract documents relating to the
improvement of

Hale Avenue between West Main Avenue and Llagas Avenue

including Addenda Nos. _____, _____, _____, the
undersigned bidder, having become thoroughly familiar with
the terms and conditions of the Contract Documents and with
the local conditions affecting the performance and the costs
of the Work at the place where the Work is to be done and
having visited the site and conferred with the owners of
public utilities within the limits of the project, hereby
proposes and agrees to fully perform the Work within the
time stated in and in strict accordance with the Contract
Documents (including the furnishing of any and all labor and
materials) and do all the work required to construct and to
complete said work in accordance with said plans and speci-
fications and with the attached schedule of operations, at
the following unit prices. In case of a discrepancy between
unit price and totals, the unit price shall prevail.

1b. The quantities shown on this bid form are
approximate only, being given as a basis for the comparison
of bids, and the Owner does not, expressly or by implication,
agree that the actual amount of work will correspond there-
with, but reserves the right to increase or decrease the
amount or class or portion of the work, as may be deemed
necessary or advisable by the Engineer.

BID FORM - 1

L. C. SMITH & Co

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
1	Lump Sum	Clearing & Grubbing at <u>TWO THOUSAND SEVEN HUNDRED DOLLARS</u> Lump Sum		2700.00
2	7500	Cubic yards roadway excavation at <u>ONE DOLLAR TEN CENTS</u> Per Cubic Yard	1.10	8250.00
3	8800	Tons Class II Aggregate Base at <u>TWO DOLLARS THIRTY CENTS</u> Per Ton	2.30	20,240.00
4	1800	Tons Class II Aggregate Sub-Base at <u>TWO DOLLARS SEVENTY-FIVE CENTS</u> Per Ton	2.75	4950.00
5	3900	Tons Asphalt Concrete at <u>SIX DOLLARS SIXTY-CENTS</u> Per Ton	6.60	25,740.00
6	18	Tons SC-70 Liquid Asphalt (Prime Coat) at <u>FORTY-FIVE DOLLARS</u> Per Ton	45.00	810.00
7	5500	Lineal Feet Asphalt Concrete Dike at <u>SIXTY-FIVE CENTS</u> Per Lineal Foot	0.65	3575.00
Bid Form 1-A				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
8	5000	Cubic Yards Trench Excavation at <u>FIFTY CENTS</u> Per Cubic Yard	0.50	2500.00
9	40	Lineal feet 10" Vitrified Clay Pipe at <u>FOUR DOLLARS</u> Per Lineal Foot	4.00	160.00
10	4100	Lineal Feet 15" Vitrified Clay Pipe at <u>SIX DOLLARS</u> Per Lineal Foot	6.00	24,600.00
11	40	Lineal Feet 12" Reinforced Concrete Pipe (Class III) at <u>THREE DOLLARS</u> Per Lineal Foot	3.00	120.00
12	30	Lineal Feet 15" Reinforced Concrete Pipe (Class III) at <u>FOUR DOLLARS</u> Per Lineal Foot	4.00	120.00
13	30	Lineal feet 24" Reinforced Concrete Pipe (Class III) at <u>SEVEN DOLLARS</u> Per Lineal Foot	7.00	210.00
14	90	Lineal Feet 30" Reinforced Concrete Pipe (Class III) at <u>TEN DOLLARS</u> Per Lineal Foot	10.00	900.00
		Bid Form 1-B		

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
15	120	Lineal Feet 15" Corrugated Metal Pipe (16 Gauge) at <u>FOUR</u> <u>DOLLARS NINETY</u> <u>CENTS</u> Per Lineal Foot	4.90	588.00
16	86	Lineal Feet 18" Corrugated Metal Pipe (16 Gauge) at <u>SEVEN</u> <u>DOLLARS</u> Per Lineal Foot	7.00	602.00
17	72	Lineal Feet 30" Corrugated Metal Pipe (12 Gauge) at <u>FIFTEEN</u> <u>DOLLARS</u> Per Lineal Foot	13.00	936.00
18	20	Lineal Feet 58" x 36" Corrugated Metal pipe arch at <u>TWENTY</u> <u>DOLLARS</u> Per Lineal Foot	20.00	400.00
19	180	Lineal Feet 6" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>FOUR</u> <u>DOLLARS FIFTY</u> <u>CENTS</u> Per Lineal Foot	4.50	810.00
20	2665	Lineal Feet 8" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>FIVE</u> <u>DOLLARS</u> Per Lineal Foot	5.00	13325.00
21	6	Each 8" Gate Valve (non-rising stem, one flanged, one mech. joint end) at <u>ONE HUNDRED</u> <u>THIRTY DOLLARS</u> Per Each	130.00	780.00
Bid Form 1-C				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
22	4	Each 12" Corrugated Metal Pipe Embankment Protectors at <u>ONE HUNDRED THIRTY DOLLARS</u> Per Each	130.00	520.00
23	8	Each County Standard Type G5 Drop Inlets at <u>FOUR HUNDRED DOLLARS</u> Per Each	400.00	3200.00
24	1	Each County Standard Type G1 Drop Inlet at <u>FOUR HUNDRED DOLLARS</u> Per Each	400.00	400.00
25	16	Each County Standard Manholes at <u>TWO HUNDRED FORTY DOLLARS</u> Per Each	240.00	3840.00
26	3	Each adjust manholes to Grade at <u>ONE HUNDRED DOLLARS</u> Per Each	100.00	300.00
27	15	Cubic Yards Class "A" Concrete (Minor Structures) at <u>TWO HUNDRED THIRTY DOLLARS</u> Per Cubic Yard	230.00	3450.00
28	200	Cubic Yards Class "C" Concrete at <u>FOURTY DOLLARS</u> Per Cubic Yard	40.00	8000.00
Bid Form 1-D				

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
29	3440	Lineal Feet Metal Beam Guard Rail at <u>TWO DOLLARS</u> <u>SEVENTY CENTS</u> Per Lineal Foot	2.70	9288.00
30	84	Tons filler material at <u>ONE</u> <u>DOLLAR</u> Per Ton	1.00	84.00
31	Lump Sum	Control of Traffic at <u>FIVE HUNDRETS</u> <u>DOLLARS</u> Lump Sum		500.00
32	Lump Sum	Clean up at <u>ONE THOUSAND</u> <u>DOLLARS</u> Lump Sum		1000.00
		GRAND TOTAL	\$	142,898.00

Bid Form 1-E

2. It is understood that Owner reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the Undersigned in the performance of the Work.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the date set for the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to Owner in accordance with the proposal as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Materialman's Bond as specified, and proof of insurance coverage as stipulated in the General Conditions, all within ten (10) days after personal delivery or deposit in the mails as the case may be, of the notification of award. The above mentioned bonds shall be satisfactory to, and on the forms approved by Owner.

5. Notice of acceptance or request for additional information may be addressed to the Undersigned bidder at the business address set forth below.

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the County of Santa Clara or anyone interested in the proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof,

or divulged information or data relative thereto, to any other person, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Accompanying this proposal is "bidder's Bond"
(insert words "cash", "cashier's check", "certified check",
or "bidder's bond" as the case may be) in amount equal to
at least ten per cent of total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE:) If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true names of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

L.C. Smith Co

L.C. Smith Pres

W.B. McMakin V. Pres & Mgr

E.V. Smith Sec - Treas

Licensed in accordance with an act providing for the registration of Contractors, License No. 125547

(

L.C. Smith Co

Sign Here (

(

Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above.)

Business Address 999 Downer Ave, San Jose

Place of Residence San Jose

Dated: JULY 25, 1963.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4107 of the Government Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the Work to be performed under the Contract Documents to which the attached bid is responsive, and the portion of the Work which will be done by each subcontractor for each subcontract in excess of one-half of one per cent of the undersigned's total aggregate bid.

DIVISION OF WORK

SUBCONTRACTOR

ADDRESS

UNDERGROUND BILARDI CONST. SAN JOSE.

COUC. Struct. R.W. Stutz Palo Alto.

MET BEAR CO. RAIL WULFERT CO PLEASANTON

By

L.C. Smith Co

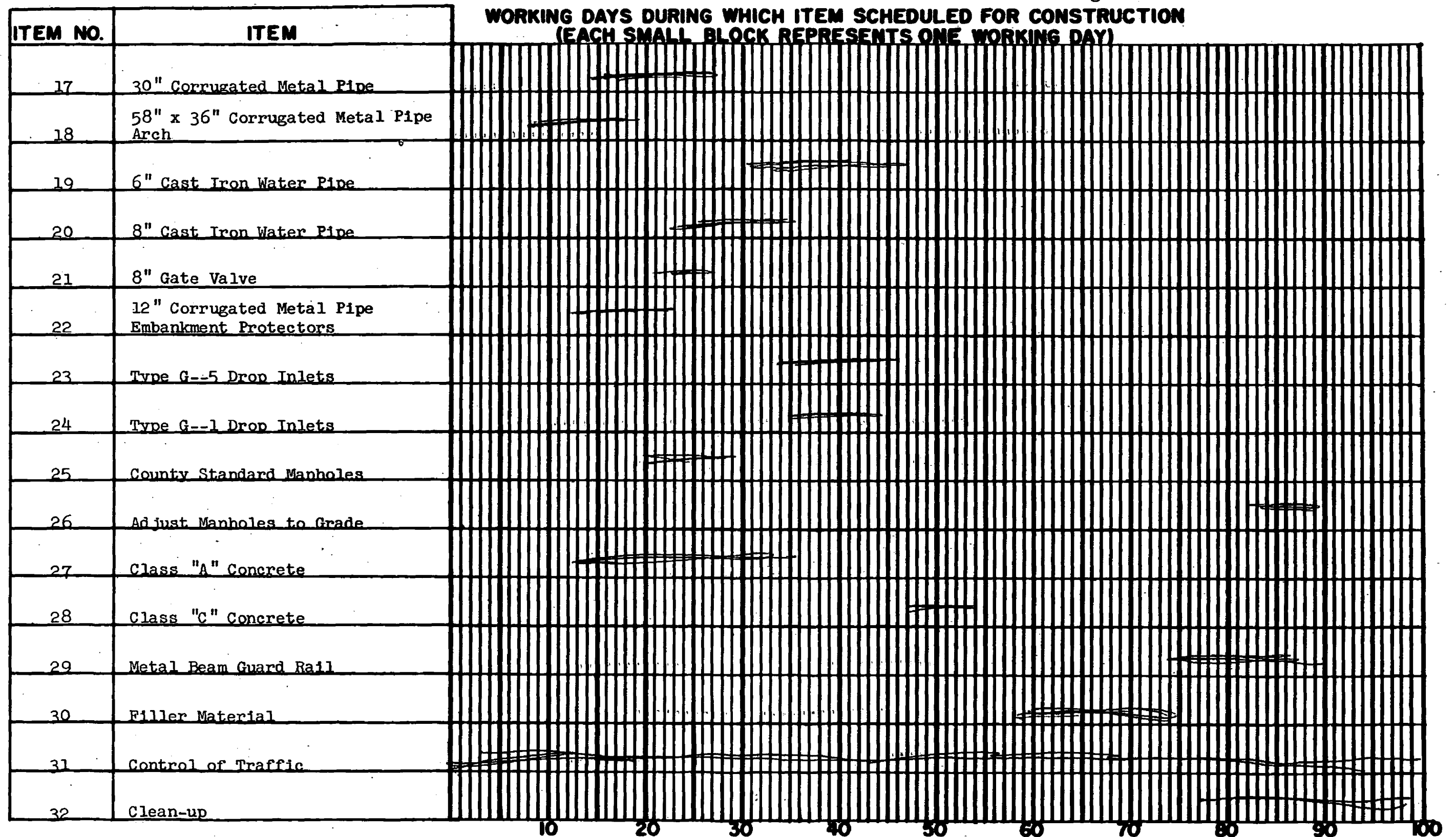
(Bidder's Signature)

SCHEDULE OF OPERATIONS

SHEET 2 OF 2

WORKING DAYS 80

FOR THE IMPROVEMENT OF Hale Avenue between West Main Avenue
and Llagas Avenue



NOTE: BIDDER SHALL MARK
BLOCKS IN INK.

SIGNED L. C. Smith

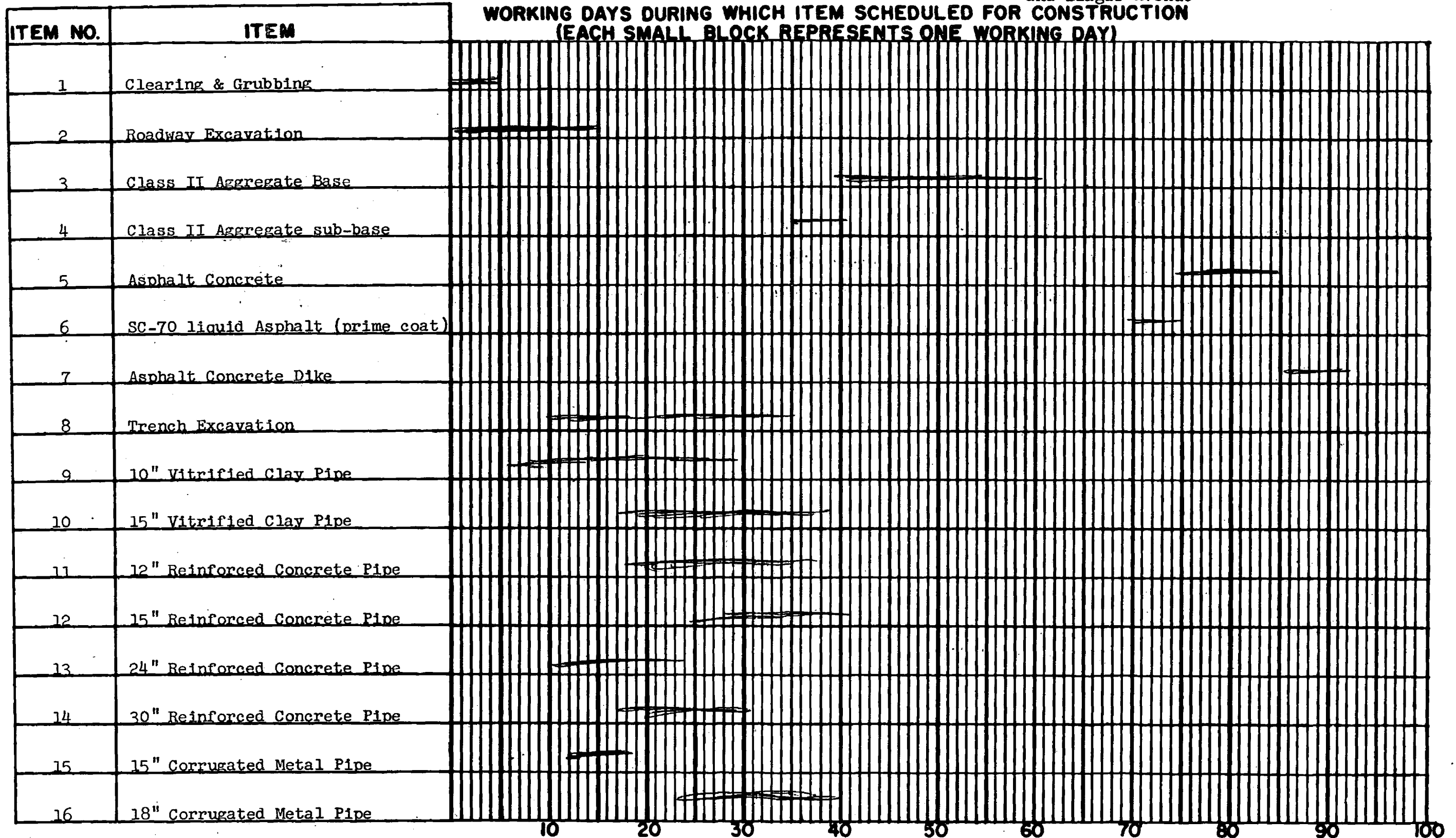
WORKING DAYS 80

SCHEDULE OF OPERATIONS

SHEET 1 OF 2

FOR THE IMPROVEMENT OF Hale Avenue between West Main Avenue
and Llagas Avenue

WORKING DAYS DURING WHICH ITEM SCHEDULED FOR CONSTRUCTION
(EACH SMALL BLOCK REPRESENTS ONE WORKING DAY)



NOTE: BIDDER SHALL MARK
BLOCKS IN INK.

SIGNED L.C. Smith & Co.
[Signature]

AFFIDAVIT OF PUBLICATION

SANTA CLARA NEWS
936 Main Street - P. O. Box 299
Santa Clara, California

(A Newspaper of General Circulation by Court Decree 83882, Filed June 25, 1952)

No.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SANTA CLARA

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

Hollis J. Loughran being first duly sworn, deposes and says: That at all times hereinafter mentioned being a citizen of the United States, over the age of twenty-one years, and a resident of said County, and was

at and during all said times the Editor of THE SANTA CLARA NEWS, a newspaper of general circulation, printed and published weekly, in the City of Santa Clara, County of Santa Clara, State of California; that said SANTA CLARA NEWS is and was at all times herein mentioned, a newspaper of general circulation as that term is defined by Section 6000 of the Government Code, and, as provided by said section, is published for dissemination of local news and intelligence of a general character, having a bonafide subscription list of paying subscribers, and is not devoted to the interests, or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, calling, races or denominations; that at all times said newspaper has been established, printed and published in the said City of Santa Clara, in said County and State, at regular intervals for more than one year preceding the first publication of the notice herein mentioned; that said notice was set in type not smaller than nonpareil and was preceded with words printed in black-face type not smaller than nonpareil describing and expressing in general terms, the purport and character of the notice intended to be given; that the

Notice to Bidders - Construction on Hale Ave.

btw. Llagas Ave. and West Main Ave.
of which the annexed printed slip is a true copy, was published in said news-

paper for two successive times, from the

5th day of July, 1963 to the

12th day of July, 1963 both
dates inclusive; that is to say once each week on the following dates to-wit:

July 5, 12, 1963

that being as often during said period as said newspaper was regularly issued.

Hollis J. Loughran

Subscribed and sworn to before me this 12th day

of July, 1963

Velma E. Silva

Notary Public in and for the County of Santa Clara, State of California.

VELMA E. SILVA

My Commission expires Nov. 29, 1966

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals or bids will be received by the Clerk of the Board of Supervisors of the County of Santa Clara, California, in the office of the Clerk, County Administration Building, Room 524, 70 West Hedding Street, San Jose, California, up to 2 o'clock P.M. July 25, 1963, for the construction on Hale Avenue, between West Main Avenue and Llagas Avenue in the County of Santa Clara, State of California, in accordance with plans and specifications on file for said work in the office of the Clerk of the Board of Supervisors.

Said proposals or bids will be opened by the Clerk of the Board of Supervisors at the time and place above stated and a report of the names of all bidders and the amount of each bid or proposal will be made by said Clerk to the Board of Supervisors at the next regular or special meeting of said Board following the date of opening of said bids.

Workmen employed in said work must be paid at rates at least equal to the prevailing wage rates adopted by the Board of Supervisors of the County of Santa Clara by resolution dated November 13, 1962, and on file in the office of the Clerk of the Board of Supervisors and incorporated herein by reference the same as though set out in full. Said wage rates are made a part of the Contract Documents for the work to be performed and each bidder, at the bidder's option, may refer to the resolution on file or obtain copies of the wage rates from the Clerk of the Board of Supervisors.

Each bid must be accompanied by cash, a certified or cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid, and said checks or bond shall be made payable to the order of the County of Santa Clara as liquidated damages in case the successful bidder fails to file satisfactory bonds as required by the Contract Documents or fails or refuses to enter into a contract within the specified time.

All bids must be addressed to the Chairman of the Board of Supervisors of the County of Santa Clara, and shall bear the title or name of the work to be constructed.

Said Board reserves the right to reject any and all bids.

Time limit for the completion of the work is 80 working days.

Plans and specifications may be secured from the Department of Public Works, 20 West Hedding Street, San Jose, California, upon the payment of \$25.00 per set as a deposit. If these documents are returned in good condition within ten (10) days after the date set for the opening of the bids, the full amount of the deposit will be returned. Credit will be given for specifications returned with the bid submitted to the Clerk of the Board of Supervisors.

By order of the Board of Supervisors of Santa Clara County, California, this 1st day of July, 1963.

ATTEST:
JEAN PULLAN,
Clerk of the
Board of Supervisors.
(July 5, 12, 1963)



The Premium for this bid bond is included in the Master Bid Bond charge.

UNITED PACIFIC Insurance Company

HOME OFFICE - TACOMA, WASHINGTON
FIDELITY AND SURETY DEPARTMENT

Bond No. 117578

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, L. C. SMITH COMPANY, a California corporation,

as Principal, and the UNITED PACIFIC INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Washington, and authorized to do business in the State of California as Surety, are held and firmly bound unto the County of Santa Clara

as obligee, in the sum of TEN PER CENT OF AMOUNT BID (10%) DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

CONSTRUCTION ON HALE AVENUE BETWEEN LLAGAS AVENUE
AND WEST MAIN AVENUE

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the UNITED PACIFIC INSURANCE COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 25TH day of JULY 19 63

L. C. SMITH COMPANY

Principal(s)

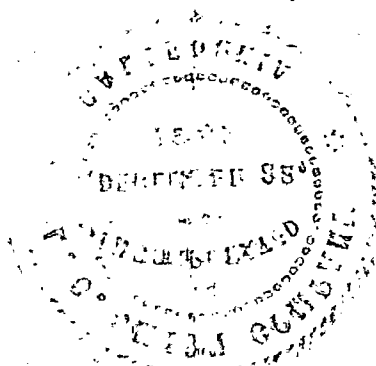
By: [Signature]

UNITED PACIFIC INSURANCE COMPANY

By: [Signature]

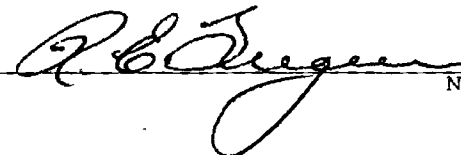
Donna Ellis

Attorney-in-Fact



On 25TH day of JULY, 1963, before me, R. E. GREGERSON,
a Notary Public of the State of California, having a principal place of business in San Francisco County, personally appeared
Donna Ellis, known to me to be
the person who executed the within instrument as Attorney-in-Fact on behalf of the UNITED PACIFIC INSURANCE COMPANY,
and acknowledged to me that said corporation executed the same.

My Commission Expires Aug. 23, 1965, 19 .


Notary Public

July 2, 1963

Santa Clara News
936 Main Street
Santa Clara, California
Attention: Legal Department

Subject: Notice to Bidders - Construction on
Hale Avenue between Llagas Avenue and
West Main Avenue

Gentlemen:

Please publish the enclosed Notice to Bidders
in the Santa Clara News
on Friday, July 5, 1963, and Friday, July 12, 1963,
Kindly send affidavit and charges to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board

JP:bs
Enc.

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Form #2 Returnable Deposit