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
(2) (3)	Auditor for allowance. Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department. 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

DATE 183	DESCRIPTI	DN	······		AMOUNT
0et. 24	To 90% of labor and mat	erials fur	nished	to date	
	for the Construction of	n Hale Aven	ue btw	. T.Lagas	Avenue
	and West Main Avenue a				
	\$8,896.00 =				
	Less Prev. Pmts.	4,914.00	ş.		· · · ·
	This Payment	\$3,092.00			
	Contract # 357 - 2nd Pro	gress Payme	nc		
L		FOR CONTR	OLLER'S U	ISE ONLY	
1 HEREBY CERTIFY UND items, amounts and state part thereof has been he	R PENALTY OF PERJURY that the above claim and the ments as herein set out are true and correct; that no retofore paid; that the amount claimed is justly due and year after the last item thereof has accrued.			FUND NO	
is presented within one	Year affer the last item thereot has accrued.	APPR	O-03 V	endor no	1999 - Alfry Agenes Alfrager y generation and an an a graph a Balan annual Pressing and an an an an an an an a
				DATE_	uuuu tuu uuu tutuu tuti ka
				CLAIM NO	
CLAIMANT		DEPT.	C	OBJECT	AMOUNT
DATE	PLACE	the second se			
APPROVED		y na sta Y			
AMES B ENOCH	S, Directon Muthic Works CC'T. 471-80-10	DESCRIPTION			:
THE ABOVE CLA	IM IS APPROVED FOR PAYMENTS SUBJE	1	AILABILITY	OF FUNDS	
PREPARE IN DUPLICATE ORIGINAL TO CONTROL RETAIN DUPLICATE	LER	_			
4- PD-5 Rev. 12/58		Ву	DEPU	TY CONTROLLER	

SANTA CLARA COUNTY

CLAIMS

INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

NAME L. C. Smith Company DATE September 24, 1963

ADDRESS 999 Downer Avenue

DEPT. Public Works

CITY San Jose California

· · · · · · · · · · · · · · · · · · ·	DATE 19	DESCRIPTI	0 N	AMOUNT
9	124	To 90% of labor and mat	erials furnished to date	·
		for the Construction on		
		Avenue and West Main Ave		
			= \$4.914.00	
		Less Prev. Pmts.		
		This Payment		
		· · ·		
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·		lst Progress Payment (Contract # 357	· · · · · · · · · · · · · · · · · · ·
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t H item part is p	HEREBY CERTIFY UN ms, amounts and sta rt thereof has been I presented within one	DER PENALTY OF PERJURY that the above claim and the atements as herein set out are true and correct; that no herefofore paid; that the amount claimed is justly due and a year after the last item thereof has accrued.		0
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CL	AIMANT		DEPT. C OBJECT	
	ATE	PLACE		
AMES I	PROVED B ENOCHS	DEPARTMENT HEAD		
Direct	tor Publi, HG. BUDGET	& c. Works 471-80-10	DESCRIPTION	
TH	IE ABOVE CL	AIM IS APPROVED FOR PAYMENTS SUBJE	ECT TO THE AVAILABILITY OF FUN EDWARD N. GLAESER, County Contr	DS roller
ORIC	PARE IN DUPLICAT GINAL TO CONTRC AIN DUPLICATE	cc: Clerk of the Board Eller		
())	D E D 10/20		ByDEPUTY CONTROL	LER

PROCESSING RECORD - ROAD CONSTRUCTION CONTRACTS -/50 866 avenue Hale NAME CODE: ROAD NO. Job Description Construction Location lagar av to w Main av Bid Opening Date 7-25-63 Time 2:04 Mob 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. 7-29-63דא 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. IU Mail 3 copies of Agreement & 2 sets of Bonds with covering letter to Contractor for signature. Retain 4th copy for reference. M 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 Nownew Quenue 1 - Public Works. Attn: Ruth Harkness. Man Jose, Call Instructions____ E Change addere 4-20-64 - 3, 994.80 mer.

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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.

376.

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 theturn-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.

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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.

240.

Hofer, Teresa

From: Sent: To: Cc: Subject: Attachments: Dawn Cameron [dawn.cameron@comcast.net] Friday, September 10, 2010 2:56 PM Hofer, Teresa Dawn Cameron Re: Hale Avenue 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.

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Thank you!

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

). T 0846 **Request for Information - Clerk of the Board** Name: Dawn Cameron Date: 8/4/10 Department: Roads + Amports Phone: 306-0445 Fax: Information request: please print clearly Regnesting agreement between City of Morgan H punte v , ARA Have Arenne Santh Tenesa also 6/10 - Scarched data-base, chandless & Fresh Administrative use only – Reference Notes Score + Dawn, explained not able to locate data requisted. Will contact city of Morgan Hy , see it thu Staff initials: 7 Date Requested by: **Date completed:** Check one: Will-Call Mailed D E-mailed Faxed: Public County \Box

0846 **Request for Information - Clerk of the Board** Jawn Cameron _____ Date: 3/4/10 Name:/ Department: Roads & Anrports Phone: 306-0445 Fax: Information request: please print clearly Requesting agreement between Morgan (it of relatio Santh Teresa Hade Arenne Blvd. Expressivary ALLA 10 - Searched database, chandres & Fres Administrative use only - Reference Notes titlawn, explained not able to locale data requisted Will Contact City on Morcar Hi In Lov met 1 as Date Requested by: **Date completed:** Staff initials: M Check one: Will-Gall-E-mailed Faxed: Mailed County **D** Public S8920

Hofer, Teresa

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



8/9/10

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.

for mortin MU

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HAVE AVE: 866 Santa Teresz: 2

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declaration: Hale would be County Highway 1962 -

۱ . 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

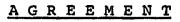
Mrs. Jean Pullan Clerk of the Board

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, Californi



L C. SMITH CO.

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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 <u>California</u>; apparotnersetoppconsdetotogcof ; sencetodevelopedocodotogc sourcescores, of the City of <u>San Jose</u>, 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

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Contractor shall furnish all materials and perform all of the work for the construction **max** on Hale Avenue between West <u>Main Avenue and Llagas Avenue, County of Santa Clara, State of</u> 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.

L. C. SMITH CO. SAN MATEO

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.

-2-

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 Rossesser 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 <u>29th</u> day of <u>July</u>, 19<u>63</u>

COUNTY OF SANTA CLARA

By the Board of Supervisors of airman'

ATTEST: JEAN PULLAN ela Clerk of the Board of Supervisors

- Smith lon Contracto

laken (Official Tit

L. C. SMITH COMPANY

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999 DOWNER AVENUE (Business Address) SAN JOSE, CALIFORNIA

125547

Contractor's License No.

2C4/62 kb

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Item	Approxi- mate Quantity	Words	Unit Price	Total
ì	Lump Sum	Clearing & Grubbing at TUC <u>HAUCHAID</u> SECCAL <u>HUMPRED DECEMP</u> Lump Sum		.⊃700.00
2	7500	Cubic yards roadway excavation at CALE DOCATE	1.10	8250.00
3	8800	Tons Class II Aggregate Base at <u>The Decentres</u> <u>+HILLER CEARTS</u> Per Ton	2.30	20,240.00
4	1800	Tons Class II Aggregate Sub-Base at <u>YOO DOCCAPES</u> <u>SECONTY - FILE CENTS</u> Per Ton	2.75	4950.00
5	3900	Tons Asphalt Concrete at <u>S/X</u> <u>Doc. APS</u> <u>S/X+C/ - CCAN</u> S <u>Per Ton</u>	6.60	25)740.00
6	18	Tons SC-70 Liquid Asphalt (Prime Coat) at <u>Foizry</u> - Fille <u>Documents</u> Per Ton	45.00	5/0.00
7	5500	Lineal Feet Asphalt Concrete Dike at <u>Sixing Fills</u> Per Lineal Foot	0.65	3575.00
		Bid Form 1-A		

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-	Approxi- mate Quantity	Item with Unit Price Written in Words	Unit Price	Total
8	5000	Cubic Yards Trench Excavation at <u>I=II=ry</u> <u>CCLATS</u> Per Cubic Yard	C150	Z ≤∞o, òc
9	40	Lineal feet 10" Vitrified Clay Pipe at Decceptes Per Lineal Foot	4.00	160.00
10	4100	Lineal Feet 15" Vitrified Clay Pipe at <u>SX Doccord</u> Per Lineal Foot	6,00	24,6co.oc
11	40	Lineal Feet 12" Reinforced Concrete Pipe (Class III) at <u>11/2CC</u> <u>Per Lineal Foot</u>	3.00	120.00
12	30	Lineal Feet 15" Reinforced Concrete Pipe (Class III) at <u>FOUNZ</u> <u>December 2</u> Per Lineal Foot	4.00	120,00
13	30	Lineal feet 24" Reinforced Concrete Pipe (Class III) at <u>Scucht</u> <u>DoucorRS</u> Per Lineal Foot	7.00	210,00
- 14	90	Lineal Feet 30" Reinforced Concrete Pipe (Class III)at <u>TCA</u> <u>Documents</u> Per Lineal Foot	10.00	900.00
		Bid Form 1-B		

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Item	Approxi- mate Quantity	Words	Unit Price	Total
15	120	Lineal Feet 15" Corrugated Metal Pipe (16 Guage) at <u>Feet/2</u> <u>Decen12</u> <u>CERTS</u> Per Lineal Foot	4.90	5 <i>E</i> 8.00
16	86	Lineal Feet 18" Corrugated Metal Pipe (16 Guage) at <u>Second</u> Decomposition Per Lineal Foot	7.00	602.00
17	72	Lineal Feet 30" Corrugated Metal Pipe (12 Guage) at <u>THIPTCE</u> DOCCHIPS Per Lineal Foot	[3,00	936.00
18	20	Lineal Feet 58" x 36" Corrugated Metal pipe arch at <u>TCUERITY</u> <u>DCCCANZS</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>DocuMES</u> FARTY <u>CEMITS</u> Per Lineal Foot	4.50	810,00
20	2665	Lineal Feet 8" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>File</u> <u>Decention</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>CANE</u> <u>If CANDIZED</u> <u><u>ALIDIZED</u> Per Each</u>	130,00	780.00
		Bid Form 1-C		

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	Item	Approxi- mate Quantity	Item with Unit Price Written in Words	Unit Price	Total
	22	4	Each 12" Corrugated Metal Pipe Embankment Protectors at <u>CAIC</u> <u>HUNIDRED</u> <u>HHIZT</u> <u>DELEMES</u> Per Each	130.00	5-20.00
	23	8	Each County Standard Type G5 Drop Inlets at <u>FOUR HURDES</u> <u>DOLEMES</u> Per Each	400.co	3200,00
	24	1	Each County Standard Type Gl Drop Inlet at <u>FCUR</u> <u>HCINIDZED</u> <u>DOCUTES</u> Per Each	400 Ce	400.00
	25	16	Each County Standard Manholes at <u> </u>	240.00	3 840,0 0
	26	3	Each adjust manholes to Grade at <u>Chice Infunior</u> <u>Drice 11</u> Per Each	100.00	300.00
	27	15	Cubic Yards Class "A" Concrete (Minor Structures) at <u><i>TUO</i></u> ()(<u>LIONED</u> + <u>IHNET</u> <u>IDOCCANE</u> Per Cubic Yard	230.00	3450.00
	28	200	Cubic Yards Class "C" Concrete at <u>FCCT</u> <u>Coccini25</u> Per Cubic Yard	40.æ	8000.00
			Bid Form 1-D		
	al barrelation and a second second second second				

L.C. SMITH CC).			
Item	Approxi- mate Quantity	Words	Unit Price	Total
29	3440	Lineal Feet Metal Beam Guard Rail at <u>1000 DeccAPS</u> <u>SEUCITY</u> Per Lineal Foot	2.70	9288.00
30	84	Tons filler material at <u>CNE</u> <u>PCCAR</u> Per Ton	1.00	\$4. co
• 31	Lump Sum	Control of Traffic at FILE HELLINZETS Del carzos Lump Sum		500.00
32	Lump Sum	Clean up at <u>CLIE THEUSHLIT</u> <u>De LUMP Sum</u> Lump Sum	>	1000.00
		CRAAID FOTAL	\$	14z,898,60
		Bid Form 1-E		
	and a second			

Bond No. 16302-12-6509-63 The Premium charged for this Bond is \$964.49

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.

two IN WITNESS WHEREOF SORRX 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.

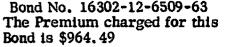
19 63_. _day of_ August .C. Smith (Seal) [113m len (Seal) (Seal) Principal UNITED STATES FIDELITY AND (Seal) GUARANTY COMPANY By: (Seal) Donna Ellis -- Attorney-in-Fact (Seal) Surety

Signature of those executing for Surety must be properly acknowledged.

NOTE :

120 Montgomery Street San Francisco 4, California

Address



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 Avenuç, 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.

two IN WITNESS WHEREOF is 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.

August 219 **63**. _day of_ (Seal) (Seal) (Seal) Principal UNITED STATES FIDELITY AND (Seal) GUARANTY COMPANY Ũ By: (Seal) Donna Ellis -- Attorney-in-Fact (Seal) Signature of those execu-Surety

ting for Surety must be properly acknowledged.

NOTE:

Address

1205Montgomery Street

San Francisco 4, California

STATE OR COMMONWEALTH OF	TORNEY-IN-FACT AFFID	AVIT			
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COUNTY OR CITY OF	-	.]			÷
ture and the corporate seal of said Us and authority of said Company's Boar free act and deed of United States F	nited States Fidelity and Gurd of Directors, and that the Fidelity and Guaranty Comp	uaranty Company were attixed by e execution of the attached bond pany.	y order 1 is the		
Given under my hand and seal	this 6th da	ay of <u>August</u> , 19	9_63	- -	
		R. E. GREGERSON Notary DU	<u>-</u>	• •	
My Commission expires	, 1965	in a children intrary i a	iblic.		
Jud. 876 (9-57)	· · · · · · · · · · · · · · · · · · ·	······································			
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	Given under my hand and seal My Commission expires Aug. 23, Jud. 876 (9-57)	herore me, a rotary rubile, personally came known to me, and known to be the Attorney-in-Fact of United Sta Maryland Corporation, which executed the attached bond as sured ture and the corporate seal of said United States Fidelity and Gu and authority of said Company's Board of Directors, and that the free act and deed of United States Fidelity and Guaranty Comp Given under my hand and seal this My Commission expires Jud. 876 (9-57)	Given under my hand and seal this 6th day of August , 19 <i>Aug. 23, 1965</i> Jud. 876 (9-57) <i>Aug. 23, 1965</i> <i>Aug. 24, 1965</i>	henore me, a Nobary Fubic, personary cantelling 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 <u>6th</u> day of <u>August</u> , 19 <u>63</u> . My Commission expires <u>Aug. 23, 1965</u> Jud. 876 (9-57)	Betore me, a Notary Fubic, personary came 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 R. E. GREGEBEON Notary Public. My Commission expires Aug. 23, 1965 Jud. 876 (P457)

MATERIALMAN AND LABOR

Bond No. 16302-12-6509-63 1[®]S BOND The Premium charged forithis

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120 Montgomery Street, San Francisco 4, California

 \leq (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

KNOW ALL MEN BY THESE PRESENTS: That

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

of Santa Clara, State of California,

included in the judgment therein rendered.

which said Agreement dated July 29 19 63, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

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,

NOW, THEREFORE, said Principal and the undersigned

, as corporate surety, are held firmly bound unto all laborers, materialmen and other persons referred to in said statutes in the sum of One Hundred Forty Two Thousand Eight Hundred Ninety Eight and no/100 ---- (\$142,898.00), for labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount. not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be

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.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration 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.

two IN WHITNESS WHEREOF for identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above _____, 19 63 named, on the_ 6th August day of

113 mille

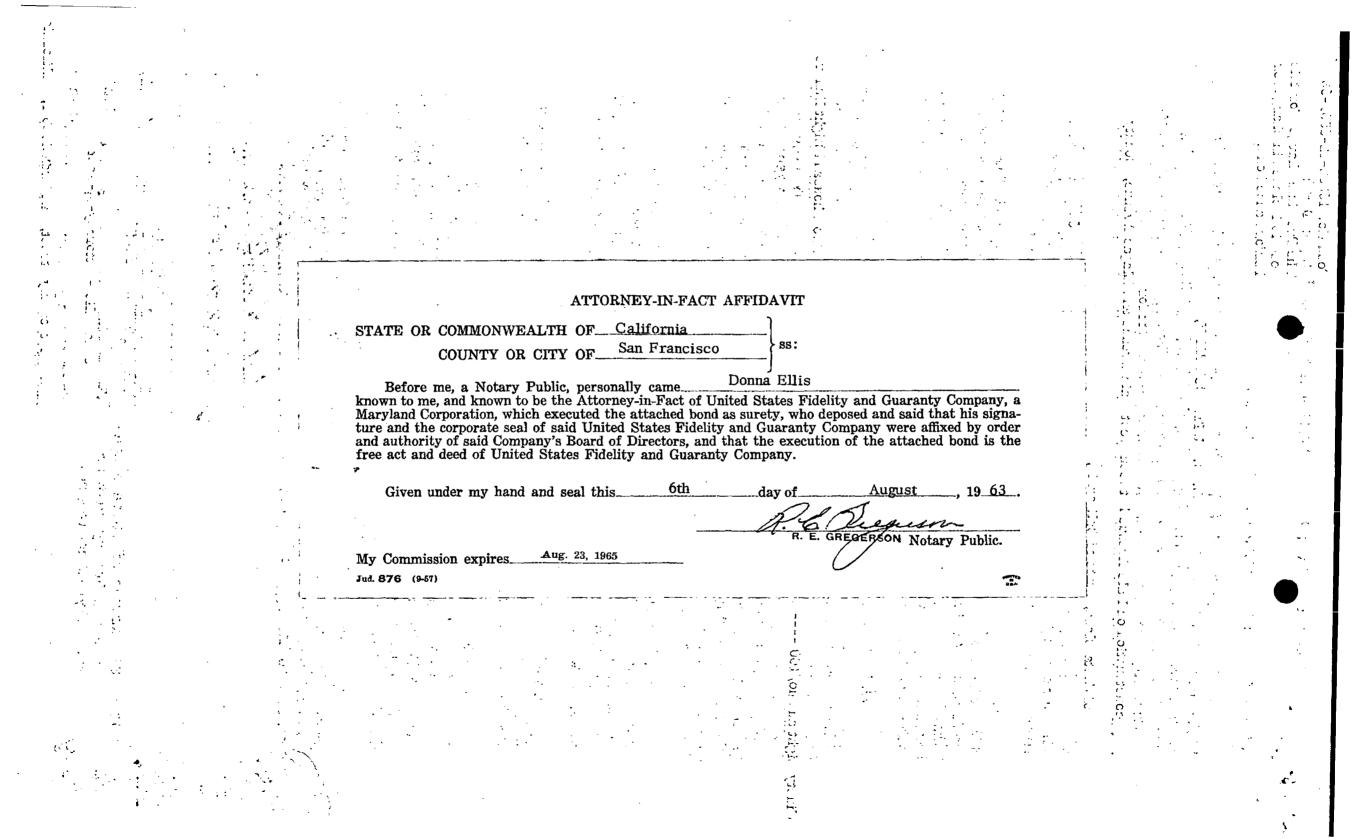
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Surety

Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY Signatures of those execu-<u>Bv:</u> ting for Surety must be Donna Ellis - Attorney-in-Fact properly acknowledged.

NOTE:



LABOR AND MATERIALM

The Premium charged for this Bond is included in charge for Performance Bond.

KNOW ALL MEN BY THESE PRESENTS: That

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 tofor construction on Hale Avenue between West Main Avenue and Llagas Avenue, County

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NOW, THEREFORE, said Principal and the undersigned

, as corporate surety, are held firmly bound unto all laborers, materialmen and other persons referred to in said statutes in the sum of**One Hundred Forty Two Thousand Eight Hundred**

Ninety Eight and no/100 ---- (\$142,898.00), for labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

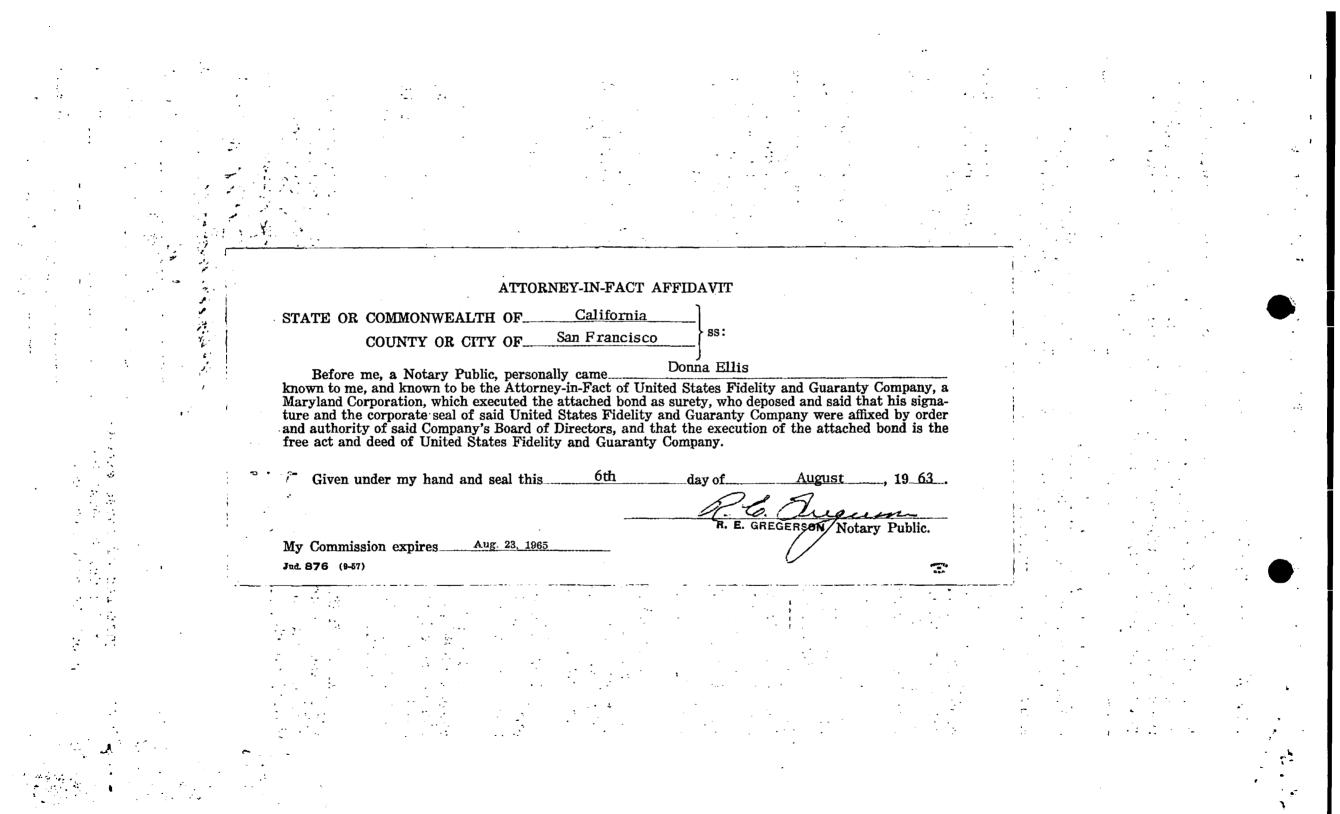
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 1192.1 of the Code of Civil Procedure, so as to give a right of action to them or their assigns in any suit brought upon this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

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration 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.

two IN WHITNESS WHEREOF for identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above August 19 **63** named, on the 6th day of (Seal) Mam (Seal) (Seal) Principal UNITED STATES FIDELITY AND (Seal) **GUARANTY COMPANY** NOTE: Signatures of those execu-Usna <u>lles</u>(Seal) ting for Surety must be By: Donna Ellis - Attorney-in-Fact properly acknowledged. (Seal) Surety 120 Montgomery Street, San Francisco 4, California

Address



July 29, 1963

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

Subject: Construction on Hale Avenue between West Main Avenue and Llegas 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 thirtyday 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

AGREEMENT

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 <u>California</u> ; appartnership:sonaisbinguaf
; sexuladissidaedcideixec
; of the City
of <u>San Jose</u> , 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 more on Hele 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.

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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.

-2-

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 llth day following the date of the Notice to Proceed. Should the llth 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 November 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 29th July 63 Agreement as of the _____ day of _____, 19____ 63 19_

COUNTY OF SANTA CLARA

By Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN

Clerk of the Board of Supervisors

· · · ·

· . ·

Contractor

St. Cate

A HILLS

r

(Official Title)

11, <u>1</u>10 L. C. SMITH COMPANY

999 DOWNER AVENUE

(Business Address) BAN JOSE, CALIFORNIA

125547

Contractor's License No. · : î., r - -· .

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Item	Approxi- mate Quantity	Item with Unit Price Written in Words	Unit Price	Total
1	Lump Sum	Clearing & Grubbing at <u>AUCC</u> AMALICHARD SECTERI AUNIDIZED DOUCLAIZA Lump Sum		2700.00
2	7500	Cubic yards roadway excavation at	1.10	8250.00
• •	8800	Tons Class II Aggregate Base at <u>The Decentres</u> <u>+HIN2YL</u> CEANS Per Ton	2.30	20,740.00
4	1800	Tons Class II Aggregate Sub-Base at <u>YWC DOCCONS</u> <u>SOUCH T'I - FILLE CENTS</u> Per Ton	2.75	4950.00
5	3900	Tons Asphalt Concrete at <u>SIX</u> <u>DoceMPS</u> <u>SIXTUP</u> <u>CCMT</u> S <u>Per Ton</u>	6.60	<i>25,740.0</i> 0
6	18	Tons SC-70 Liquid Asphalt (Prime Coat) at Forry - Fills Documents Per Ton	45.00	5/0.co
, 7	5500	Lineal Feet Asphalt Concrete Dike at <u>Sixid Four Cours</u> Per Lineal Foot	0.65	3575.00
-		Bid Form 1-A		

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Item	Approxi- mate Quantity	Words	Unit Price	Total
8	5000	Cubic Yards Trench Excavation at 	0,50	Z 500,00
9	40	Lineal feet 10" Vitrified Clay Pipe at Decceptes Per Lineal Foot	4.00	160.00
10	4100	Lineal Feet 15" Vitrified Clay Pipe at <u>SX DocuMents</u> Per Lineal Foot	6.00	:24,6co.sc
	40	Lineal Feet 12" Reinforced Concrete Pipe (Class III) at <u>VIIZEC</u> <u>Per Lineal Foot</u>	3.00	120.00
12	30	Lineal Feet 15" Reinforced Concrete Pipe (Class III) at <u>Feet/12</u> Per Lineal Foot	4.00	120.00
13	30	Lineal feet 24" Reinforced Concrete Pipe (Class III) at <u>Sauch</u> <u>Docentes</u> Per Lineal Foot	7.00	210.00
- 14	90	Lineal Feet 30" Reinforced Concrete Pipe (Class III)at <u>7677</u> <u>Documents</u> Per Lineal Foot	10.00	7.00.00
		Bid Form 1-B		
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Item	Approxi- mate Quantity	Words	Unit Price	Total
15	120	Lineal Feet 15" Corrugated Metal Pipe (16 Guage) at <u>Feitz</u> <u>DocumPize</u> <u>Kitkiery</u> <u>CENTS</u> Per Lineal Foot	4:90	588.60
16	86	Lineal Feet 18" Corrugated Metal Pipe (16 Guage) at <u>らこににん</u> / Duccon/23 Per Lineal Foot	7.00	602.00
17	72	Lineal Feet 30" Corrugated Metal Pipe (12 Guage) at <u>Thirrean</u> Occurres Per Lineal Foot	13,00	936.00
18	20	Lineal Feet 58" x 36" Corrugated Metal pipe arch at <u>TUELITY</u> <u>POULATES</u> Per Lineal Foot	20,00	400.0c
19	180	Lineal Feet 6" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>Feet/2</u> <u>Desc. 64/25</u> Ferercy <u>Canto</u> Per Lineal Foot	4.50	810.00
20	2665	Lineal Feet 8" Cast Iron Water Pipe (Mech. Joint, Class 150) at <u>FILE</u> <u>De CEMPLE</u> Per Lineal Foot	5.00	13325.00
21	6	Each 8" Gate Valve (non-rising stem one flanged, one mech. joint end) at CANE Internoise ALIE Per Each	[B0,00	750.00
		Bid Form 1-C		

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•	Item	Approxi- mate Quantity	Item with Unit Price Written in Words	Unit Price	Total
•	22	4	Each 12" Corrugated Metal Pipe Embankment Protectors at <u>CAICE</u> <u>HCINIDRED</u> <u>HHIRT</u> <u>DOCCINES</u> Per Each	130.00	\$ 20.00
	23	8	Each County Standard Type G5 Drop Inlets at <u>FCC/IZ</u> <u>IfCILIDRED</u> <u>DOLCIAI2</u> Per Each		<i>3700, 0</i> 0
	24	1	Each County Standard Type G1 Drop Inlet at <u>FOCIPE HERDORE</u> <u>POCLETIES</u> Per Each	400.00	400.00
	25	16	Each County Standard Manholes at <u> </u>	240.00	3E40,00
	26	3	Each adjust manholes to Grade at <u>OLICE / HULIOPECTO</u> <u>Per Each</u>	100.00	300.00
	27	15	Cubic Yards Class "A" Concrete (Minor Structures) at <u>TUO</u> (AULORED <u>+141277</u> <u>Doccentes</u> Per Cubic Yard	230.00	3450.20
	28	200	Cubic Yards Class "C" Concrete at <u>FCRT</u> <u>DocuM125</u> Per Cubic Yard	4 <i>c.</i> æ	8000.00
			Bid Form 1-D		

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Item with Unit Price Written in Unit Total Item Approxi-Price Words mate Quantity Lineal Feet Metal Beam Guard Rail tuo at DULLARS 3440 29 SEVEN: ty CERINE 2,70 9288.00 Per Lineal Foot Tons filler material at CALE POLLAR 84 Per Ton 30 1.00 \$4.00 Control of Traffic at HULINZERS Lump Lump Sum 31 Sum Dishugars 500.00 THELISHLITS Clean up at ONE Lump DO CLAPES 32 Lump Sum Sum 1000.00 F 142,89854 CRADID TOTAL Bid Form 1-E

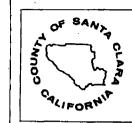
العبة إرد

C. SMITH CO.

county



Hale av



DEPARTMENT OF PUBLIC WORKS JAMES T. POTT. DIRECTOR SANTA CLARA COUNTY OFFICE BUILDING 20 WEST MEDDING STREET GIVIC CENTER SAN JOBE, CALIFORNIA 95110

October 5, 1964

Mr. Lyle Decker Road Commissioner County of Santa Clara 400 South Jackson Street San Jose, California

Subject: Hale Avenue - Maintenance

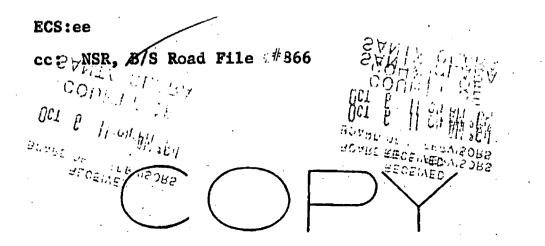
Dear Mr. Decker:

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.

The conditions of the relinquishment provided that the City of Morgan Hill would perform the necessary maintenance until such time as a contract for the improvement of the road was entered into by the County. The County, under contract with L. C. Smith, has subsequently improved the road and accepted the construction. Hale Avenue now becomes the County's obligation to maintain.

Very truly yours,

E. C. STEFFANI Asst. County Engineer





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NOTICE OF COMPLETION OF CONTEACT

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 <u>July 29, 1963</u> on for the construction xxxx <u>HALE AVENUE BTW, WEST MAIN AVENUE AND</u> 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 20thay of April, 1964

Upon said contract, U. S. Fidelity & Guarany Company

____was surety on the bond given by

ABSTAINS

2616075

8007 6476 PAGE 124

said <u>L C SMITH COMPANY</u>

_____, the said Contractor, as required by law.

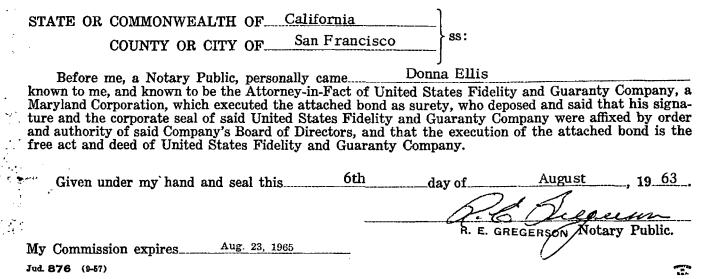
That the title of said County to the real property upon

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. APPROVED APPROVED

ATTORNEY-IN-FACT AFFIDAVIT



BODY 6476 PAGE 125

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

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

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.

58.

Subscribed and sworn to Before me this <u>App 9 0 1964</u> day of

Notary Fublic in and for the County of Santa Clara, State of California DONALD M. RAINS MY COMMISSION EXPIRES OCTOBER 16, 1967

BODY 6476 PAGE 126 2616075 FOLLED FOR DE TOF Colles if bilms BOARD OF SUPERVISORS Arn 23 2 40 PM 1954 · · · OFFICIAL RECORDS SANTA CLARA COUNTY PAUL R. TEILH and the first of the state of the RECORDER feat earlier a gui fairte an agus is seanna agus is seann fair a guisean an suairte an ar tha fairte an tha fairte an tha fa Tha anns an tha fairte an tha fair a contraction of the second second second D.H. na 1994 - 1995 Na 1995 - 1995 - 1995 Na 1995 - 1995 - 1995 15 M 1 3 M i e po Yaki f 1. 1. 1. C 1. 2. and the second proves and the second seco an felena est dat strand des multas de dazis tales patraticas da Reserve and the second s part of the second s . . . energy provide a strange to the provide sector of the strange and the sector of the sector of the sector of the and an end all the provide a state of an interest . . ARAJO ATNAS 19. WV #5 6 62 840 ا میشوند. ۲۰۰۶ میلید ۱۹۹۰ میلید ۱۹۹۰ میلید ۱۹۹۰ میلید BOARD OF SUPERVISORS

Improvement of Hale Ave L.C. SMITH GNITPACTOR Ro* 866 (Jos* 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, Hofyendahl & Roeseber

F. H. PEARSON, JR. Attorneys for BILARDI CONST. INC.

STATE OF CALIFORNIA SS. COUNTY OF SANTA CLARA

e. lo. la

MARILYN G. RUNSWICK NOTARY PUELIC

Santa Clara County, Calif.

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.

6-23-64

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

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county of santa clara

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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: John R. Kennedy As/sistant County Counsel

JRK:pt Enclosure cc: Controller Department of Public Works

70 WEST ROSA STREET · CIVIC CENTER · SAN JOSE 10, CALIFORNIA · COUNTY ADMINISTRATION BLDG. · CY 9-2111



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NOTICE TO WITHHOLD FUNDS

COUNTY OF SANTA CLARA DEPARTMENT OF FUBLIC WORKS 20 WEST HEDDING STREET SAN JOSE, CALIFORNIA

CC:

TO:

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

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

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n tel ann

DATED: April 15, 1964.

BILARDI CONSTRUCTION, INC.

By <u>Anthony</u> Bilardi, Pres.

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

Attorneys for Claimant

Page Two

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.

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SANTA CLARA COUNTY

CLAIMS

INSTRUCTIONS TO CLAIMANTS

 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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

	L. C. Smith Company	DATE MAY 25, 1964	
CITY	999 Downer Avenue San Jose, California	DEPT. Public Works	
DATE 1901	MPLETE NAME & ADDRESS DESCRIPTIO	D N	AMOUNT
May 25	To 100% of work completed t	o date for labor and	
	materials furnished for the	Construction on Hale	
	Avenue amounting to:	\$146,892.80	
	Less Previous Pay	ments 132,204.00	
	Payment Due this	Period \$ 14,688.80	
	· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·			
	Contract #357 - 9th and Fin	al Progress Payment	· · · ·
	na kun (Mittan Kangalan in Allan Andrea Andrea)	FOR CONTROLLER'S USE ONLY	<u>,</u>
I HEREBY CERTIFY items, amounts and part thereof has be	UNDER PENALTY OF PERJURY that the above claim and the i statements as herein set out are true and correct; that no en heretofore paid; that the amount claimed is justly due and one year after the last item thereof has accrued.	FUND 1	10
is presented within	one year after the last item thereof has accrued.	APPRO-03 VENDOR N	10,
		D/	\TE
		CLAIM N	10
CLAIMANT _		DEPT. C OBJEC	T AMOUNT
DATE	PLACE		
APPROVED _ C. J. Mac CHG. BUDGE	CPHERSON, BUSTNESSAMANAGER	DESCRIPTION	
	CLAIM IS APPROVED FOR PAYMENTS SUBJE	CT TO THE AVAILABILITY OF FUN EDWARD N. GLAESER, County Con	IDS roller
PREPARE IN DUPLI ORIGINAL TO CON RETAIN DUPLICATE	ITROLLER	Ву	
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INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

	C SMITH COMPANY	DATEA	ri1 20	, 1964	
DDRESS	999 Downer Avenue	DEPT. Pub	lic Wo	rks	
	San José, California				
DATE 19		0 N			
4/20	To 90% oflabor and mate	ariale furn	tehed	to dete	
<u> </u>					
<u></u>	for the Construction of	n Hale Aven	ue amo	unting	
	to: \$146,892.80	\$132,204.	00		
	Less Previous Payments	125.538.	00		
	Amount this Payment	\$6,666.00)		
		-			
			•		
					
	Contract # 357 - 8th P	rogress Pay	ment		
			·····		
	· .				
."		FOR CONTR	OLLER'S U	JSE ONLY	
ems, amounts and	UNDER PENALTY OF PERJURY that the above claim and the statements as harpin set out are true and correct; that no an herefore paid that the amount claimed is listly due and			FUND NO	
presented within	en heretofore paid; that the amount claimed is justly due and one year after the last item thereof has accrued.	APPR	.O-03 V	ENDOR NO.	
				DATE	
				CLAIM NO.	
		DEPT.	c		AMOUNT
LAIMANT _				Object	
ATE	PLACE	L	1		₩ ₩ ₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩
	N/ BUSINESS MANAGER				
HG. BUDGE		DESCRIPTION	l		
	CLAIM IS APPROVED FOR PAYMENTS SUBJE	CT TO THE AV	AILABILITY		
cc:	Clerk of the Board	EDWARD N. GL	AESER, Co	ounty Controller	
EPARE IN DUPLI IIGINAL TO CON TAIN DUPLICATE	CATE TROLLER				
		Ву	DFP		

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		. •		COUNTY OF SANTA CLARA	SD	- 1
	• · · · · ·		•	CONTRACT CHANGE ORDER NO. 357-1		, · ·
	PROJECT: Co	mstru	ction	on Hale Avenue btw. West Main Avenue and L	lagas	Avenue
٠	CONTRACTOR:	: L. C	. Smi	th Company, 999 Downer Avenue, San Jose, Ca	liforn	1 ค. 1
	CONTRACT NC): <u>357</u>	0	RIGINAL BID: \$142,898.00 Date of Contr	act: 7	/29/63
			RACT	ITEMS OF WORK:		••••••••••••••••••••••••••••••••••••••
	Item 3	258	Tons	Class II Aggregate Base @ \$2.30	≖ \$	593.40
		1,833			. = 1	,191.45
	Item 11		LF		# =	96.00
	Item 12	<u> </u>	LF	15" RCP Class III @ \$4.00		8.00
	Item 14	2		30" RCP Class III @ \$10.00		20.00
	Item 15	28		15" CMP 16 gauge @ \$4.90	- 200	284.20
	Item 19	167		6" Cast Iron Pipe @ \$4.50		36.00
	Item 20	10/		8" Cast Iron Pipe @ \$5.00		835.00
	Item 24	. 71	CV	County Standard Drop Inlet @ \$400.00 Class "C" Concrete @ \$40.00		1600.00
					 	2840.00
	. IUTAL	INCR	LASL	IN CONTRACT ITEMS OF WORK:	Ş7	,504.05
	DECREASE IN	CONTI	RACT	ITEMS OF WORK:		•
	Item 4			Class II Aggregate Subbase @ \$2.75	- 91	,702.25
	Item 5	33	Tons	Asphalt Concrete @ \$6.60	= Y1	217.80
	Item 6			SC-70 Liquid Asphalt Prime Coat @ \$45.00	-	180.00
,	Item 9		LF			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	2	520.00
	Item 26	2	Each	Adjust manholes to grade @ \$100.00	<u>L</u> .	200.00
	Ttom 20	96	T.F	Metal Ream Guard Rail @ \$2.70	•	250.00

Metal Beam Guard Rail @ \$2.70 84 Tons Filler Material @ \$1.00 Item 30 TOTAL DECREASE IN CONTRACT ITEMS OF WORK:

96 LF

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:

Item 29

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

259.20

\$3,509.25

84.00

page 1 of 2 pages

Contract Change Order No. 357-1 page 2 of 2 pages

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 COMPANY, CONTRACTOR, TITLE

Approved by County of Santa Clara.

HOWARD W CAMPEN, COUNTY EXECUTIVE

Approved by County of Santa Clara Board of Supervisors.

APR 2 0 1964 DATE: CHAIRM

distribution: 2 signed copies contractor 2 signed copies R. A. Jarratt, Asst. County Engineer APR 1

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

No
Јов No

BOARD OF SUPERVISORS SANTA CLARA COUNTY

DATE April 20, 1964

The	e following	KOLNEROI M		KKKK change	order wa	s approved	l by the	
Board o	of Supervis	ors at a me	eting held	:				
1000 - 24 - 47 - 57 - 1				April	20		<u>19 64</u>	
Project	to be char	ged. Hele	Avenue	construct	lon beta	ieen West	t Main	and
Lleg	# \$	• • • • • • • • • • • • • • • • • • •					و به فاف مقد م بي و د	
For the	e amount o	f <u>\$ 3,99</u>	4.80 Inc	Tease				
Contrac	ctor	. Smith	Company,	999 Down	er Ave.,	San Jo	<u>je</u>	
Comple	tion Date				*****			
Budget	Item				(fo	r Controlle	er's use)	

Jean Pullan

Clerk of the Board

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·	COUNTY	OF SAN	TA CLARA	· · .
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CONTRACT CHANGE ORDER NO. 357-1 PROJECT: Construction on Hale Avenue btw, West Main Avenue and Llagas Avenue CONTRACTOR: L. C. Smith Company, 999 Downer Avenue, San Jose, California <u>CONTRACT NO: 357</u> ORIGINAL BID: \$142,898.00 Date of Contract: 7/29/63 INCREASE IN CONTRACT TIEMS OF 1725-9142,898.00 INCREASE IN CONTRACT ITEMS OF WORK Item 3 258 Tons Class II Aggregate Base @ \$2.30 \$ 593.40 Item 7 1,833 LF 1,191.45 Asphalt Concrete Dike @ \$0.65 12" RCP Class III @ \$3.00 32 LF · Item 11 96.00 15" RCP Class III @ \$4.00 Item 12 2 LF .8.00 30" RCP Class III @ \$10.00 2 LF Item 14 · 20.00 15" CMP 16 gauge @ \$4.90 6" Cast Iron Pipe @ \$4.50 Item 15 58 LF 284.20 1007 Item 19 8 LF 36.00 8" Cast Iron Pipe @ \$5.00 167 LF Item 20 835,00 Item 24 4 Each County Standard Drop Inlet @ \$400.00 71 CY Class "C" Concrete @ \$40.00 1600.00 Item 28 71 CY 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 33 Tons Asphalt Concrete @ \$6.60 Item 5 217.80 4 Tons SC-70 Liquid Asphalt Prime Coat @ \$45.00 180.00 Item 6 ter: ' 10" Vitrified Clay Pipe @ \$4.00 Item 9 16.00 4 LF 24" Reinf. Conc. Pipe Class III @ \$7.00 Item 13 5 LF 35.00 Item 16 5 LF 18" Corrugated Metal Pipe (16 ga) @ \$7.00 35.00 1 2 Each 8" Gate Valve @ \$130.00 Item 21 260.00 **25** 4 Each 12" CMP embankment protectors @ \$130.00 520.00 Item 22 1 200,00 2 Each Adjust manholes to grade @ \$100.00 Item 26 96 LF Metal Beam Guard Rail @ \$2.70 Item 29 259.20 -----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 T POTT, ACTING DIRECTOR PUBLIC WORKS JAMES

<u>page 1 of 2 pages</u>

Copy each Bd Member - StWe

APR 2 0 1964 Date____ APPROVED RE: CE CC PC DPW FLD ABSTAINS: NO:

SD - 1

Contract Change Order No. 357-1 page 2 of 2 pages

and the second

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.

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

Approved by County of Santa Clara.

DATE :APR 1 HOWARD W CAMPEN, COUNTY EXECUTIVI

Approved by County of Santa Clara Board of Supervisors.

M Spangler, CHAURMAN DATE: APR 2 0 1964

distribution:

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

county	of santa clara	
ift	DATE: April 3, 1964	
FOR: <u>FROM</u> : Ja	BOARD OF SUPERVISORS AGENDA OF <u>April 20, 1964</u> , 19	
TITLE: btw. West Ma	Contract Change Order No. 357-1, Construction on Hale Avenue n Avenue and Llagas Avenue, Contractor: L. C. Smith Company, \$142,898.00, Net Increase in Contract Cost: \$3,994.80	
DESCRIP	<u>ION</u> :	
Morgan Hill to their req	ring the course of construction on this project, the Town of equested additional work be done by this contractor, to conform irements. The increase in the contract amount reflects s 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.

DATE:		
ITEM NO:		
BOARD AC	TION	

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

755



INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 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

DATE 1961	E NAME & ADDRESS	N		<u> </u>	AMOUNT
DATE 1964	VESCRIFTIC	· · · · · · · · · · · · · · · · · · ·	<u></u>		
3/24/	To 90% of labor and mat	erials fu	mished	to date	
	for the Construction on	HaleAven	ue amoun	ting to:	
	\$139,486.50 =	\$125 ,5 38,	.00		
	Less Prev. Pmts.				
	This Payment	\$15,441.0	00		
	Contract # 357 - 7th Pr	ogress Pay	yment		
		······································	<u></u>		
		······			
		FOR CONT	ROLLER'S U	SE ONLY	
I HEREBY CERTIFY UNDEr items, amounts and stater part thereof has been here	R PENALTY OF PERJURY that the above claim and the ments as herain set out are true and correct; that no stofore paid; that the amount claimed is justly due and ear after the last item thereof has accrued.			FUND NO	
is presented within one y	ear affer the last ifem thereof has accrued.	APP	RO-03 V	ENDOR NO	
				DATE	
		DEPT.	с	OBJECT	AMOUNT
DATE	PLACE		-		
APPROVED	PHERSON, -BUSINESS MANAGER				
	CC'T. <u>471-80-10</u>	DESCRIPTIO	N	<u>_</u> *	
	M IS APPROVED FOR PAYMENTS SUBJEC	CT TO THE A	VAILABILITY	OF FUNDS	
	Er ut the boats .			- ,	
PREPARE IN DUPLICATE ORIGINAL TO CONTROLL RETAIN DUPLICATE	ER	Ву			
		uy	DEPL	TY CONTROLLER	

JOSEPH A. WYNNE AGENCY

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

January 31, 1964

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

Gentlemen:

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Re: L. C. Smith Company

This is to advise that our insured's Comprehensive Liability Policy has been rewritten, effective January 1, 1964, and we are enclosing certificate of insurance, in duplicate, covering their contract for construction on Hale Avenue, County of Santa Clara.

Very truly yours,

fleis

0000

Donna Ellis

DE:bjr

Enclosures (2)

cc: L. C. Smith Company

CERTIFICATE OF INSURANCE

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	Policy or Certificate			Limits of Liability			
Company	Number	Term ;	Bodily Injury		Property Damage		
United States Fidelity	CLP 95900	January 1, 1964	\$ 25.000	Each Person			
and Guaranty Company	•	to	\$100,000	Each Occurrence	\$25,000		
		January 1, 1965		Aggregate Operations	\$25.000		
	• • •			Aggregate Protective	\$25,000		
) · .	\$100,000	Aggregate Products	\$25,000		
	<u>.</u>			Aggregate Contractual	\$25,000		
Cravens, Dargan &	LO 65561	March 4, 1963	\$ 75,000	Each Person			
Company 🔥	Excess Bodily	to	\$200,000	Each Occurrence	\$75,000		
	Injury & Auto	March 4, 1966		Aggregate Operations	\$75,000		
· · · · · · · · · · · · · · · · · · ·	Property Damage			Aggregate Protective	\$75,000		
	LO 65562		\$200,000	Aggregate Products	\$75,000		
	Excess General Property Damage	. 		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 XMXXXX5 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

INSURED'S JOB NO. 369

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

NE AGENCY

County of Santa Clara, State of California

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

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- . 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 Buen Oee
- \$ 100,000 Aggregate

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United States Fidelity	CLP 95900	January 1, 1964	\$ 25,000	Each Person	
and Guaranty Company		to	\$100,000	Each Occurrence	\$25,000
		January 1, 1965		Aggregate Operations	\$25.000
	•			Aggregate Protective	\$25,000
,	. ,	·	\$100,000	Aggregate Products	\$25,000
	· · ·	- •		Aggregate Contractual	\$25,000
Cravens, Dargon &	LO 65561	March 4, 1963	\$ 75,000	Each Person	
Company .	Excess Bodily	to	\$200,000	Each Occurrence	\$75,000
•	Injury & Auto	March 4, 1966		Aggregate Operations	\$75,000
	Property Damage			Aggregate Protective	\$75,000
	LO 65562		\$200,000	Aggregate Products	\$75,000
	Excess General Property Damage			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 XX66XXXX) days written notice will be mailed or delivered to:

thirty (30)

Certificate Holder: COUNTY OF SANTA CLARA

Contrineero monaci

INSURED'S JOB NO. 369

Address

70 WEST ROSA STREET, SAN JOSE, CALIFORNIA

Description of operationation of the second second

County of Santa Clara. State of California

'NNE. AGENC'



INSTRUCTIONS TO CLAIMANTS

- 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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

	owner Avenue	DEFT FUD.	LIC_WO		
CITY Sat	n Jose, California				
DATE 1964	DESCRIPTIC	D N			AMOUNT
2/24	To 90% of laobr andma	terials fur	rnishe	d to	
	date for the Construc	tion on Hai	Le Ave	nue	
	btw. Llages Avenue an	d West Main	n Avent	ue	
	amounting to: \$1	22,329.70	\$110	,097.00	
atom atom 181 years	Less Prev. Pmts.		9	4,553.00	
	This Payment		\$15.	544.00	
	Contract # 357 - 6th	Progress Pa	syment.	<u> </u>	
		FOR CONTRO			
I HEREBY CERTIFY UNDER PE	NALTY OF PERJURY that the above claim and the	POR CONTRO			
part thereof has been heretofo is presented within one year	ENALTY OF PERJURY that the above claim and the s as herein set out are true and correct; that no re paid; that the amount claimed is justly due and after the last item thereof has accrued.	4.000		ENDOR NO.	
			O-03 V		
CLAIMANT		DEPT.	C	OBJECT	AMOUN
DATE	PLACE				
APPROVED	DELASTMENT HEAD				
APPROVED	BUSINESS MANGER	DESCRIPTION			
APPROVED MAC PHEARSON, CHG. BUDGET ACC ¹ THE ABOVE CLAIM	BUSINESS MANGER T471-80-10 IS APPROVED FOR PAYMENTS SUBJECT				
APPROVED MAC PHEARSON, CHG. BUDGET ACC ¹ THE ABOVE CLAIM	BUSINESS MANGER T471-80-10 IS APPROVED FOR PAYMENTS SUBJECT	TTO THE AVA		OF FUNDS	

SANTA CLARA COUNTY

CLAIMS

INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

	TE NAME & ADDRESS D E S C R I P T I		AMOUNT
DATE 19 64	DESCRIPTI	0 N	
1/24	To 90% of labor and mater	ials furnished to date	
	for the Construction on H	ale Arrowie annumbles be	
		0	1
	_	0 = \$94,553.00	++
	Less Previous Payments	59.383.00	
•	This Payment	\$35,170.00	
			1
·			+
	Contract # 357	- 5th Progress Payment	
· ·			1
			++
			
		FOR CONTROLLER'S USE ONLY	,
HEREBY CERTIFY UND items, amounts and stat	DER PENALTY OF PERJURY that the above claim and the tements as herein set out are true and correct; that no eretofore paid; that tho amount claimed is justly due and year after the last item thereof has accrued.	FUND	٥٥
is presented within one	year after the last item thereof has accrued.	APPRO-03 VENDOR	10
			10
CLAIMANT		DEPT. C OBJEC	AMOUN
DATE	PLACE		
APPROVED			
2S T POTT, A	ACTING DIRECTOR		
CHG. BUDGET A	ACC'T, 471-80+10	DESCRIPTION	
	LA IC ADDOVED FOR DANA (ENTE CUDI	ECT TO THE AVAILABILITY OF FUN EDWARD N. GLAESER, County Con	



INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been compiled with.

	UEFI FUI	DTIC MO	rka	
CITY San Jose, California				
DATE 1964	0 N			AMOUNT
2/24 To 90% of laobr andma	<u>iterials fi</u>	urnished	d to	
date for the Construct	tion on H	ale Aver	nue	
btw. Llagas Avenue ar	<u>id West Ma</u> :	In Aven	10	
amounting to: \$1	22,329.70	= \$110	097.00	
Less Prev. Pmts.	et 16 ve 18 v. v.	94	4,553.00	
This Payment		\$15,	544.00	
·····	<u> </u>			
Contract # 357 - 6th	Progress)	Payment		
		<u> </u>		
	FOR CONT	ROLLER'S L	JSE ONLY	
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.			FUND NO	
	ADD	RO-03 V	ENDOR NO	
is presented within one year after the last item thereof has accrued,				
is presented within one year after the last item thereof has accrued,			DATE	
is presented within one year after the last item thereof has accrued.				
	DEPT.	c	DATE CLAIM NO	
CLAIMANT		c	CLAIM NO.	
CLAIMANTPLACE		c	CLAIM NO.	
CLAIMANT PLACE DATE PLACE			CLAIM NO	
CLAIMANT PLACE DATE PLACE APPROVED MAC PHEARSON, BUSINESS MANGER CHG. BUDGET ACC'T CHG. BUDGET ACC'T THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJE	DEPT.	N	CLAIM NO	
CLAIMANT PLACE DATE PLACE APPROVED MAC PHEARSON, BUSINESS MANGER CHG. BUDGET ACC'T CHG. BUDGET ACC'T THE ABOVE CLAIM IS APPROVED FOR PAYMENTS SUBJE	DEPT.	N	CLAIM NO	



INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

ADDRESS	999 Downer Avenue	DEPT. Public Works
CITY	San Jose, California	
TYPE OR PRINT COM	IPLETE NAME & ADDRESS	O N AMOUNT
DATE 19 6	G DESCRIPT	
1/24	To 90% of labor and mater	ials furnished to date
	for the Construction on I	lale Avenue amounting to:
	\$105,058.9	0 = \$94,553.00
	Less Previous Payments	59.383.00
•	This Payment	\$35,170.00
	Contract # 357	- 5th Progress Payment
· · · · · · · · · · · · · · · · · · ·		FOR CONTROLLER'S USE ONLY
HEREBY CERTIFY tems, amounts and part thereof has bee	UNDER PENALTY OF PERJURY that the above claim and the statements as herein set out are true and correct; that no n heretofore paid; that the amount claimed is justly due and one year after the last item thereof has accrued.	FUND NO
s presented within	one year after the last item thereof has accrued.	APPRO-03 VENDOR NO.
		DATE
		DATE
		CLAIM NO.
CLAIMANT _		DEPT. C OBJECT AMOUN
	PLACE	
APPROVED		
S T POTT,	ACTING DIRECTOR	
CHG. BUDGET	ACC'T. 471-80+10	DESCRIPTION
CC: Cler	CLAIM IS APPROVED FOR PAYMENTS SUBJ	ECT TO THE AVAILABILITY OF FUNDS EDWARD N. GLAESER, County Controller
REPARE IN DUPLIC	ATE BOLLER	
ETAIN DUPLICATE		By
PD-5 Rev. 12/58		DEFUIT CONTROLLER



INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been complied with.

		DATE December 24, 1963
ADDRESS	999 Downer Avenue	DEPT. Public Works
CITY	San Joss, California	
DATE 19	63 DESCRIPT	I O N AMOUNT
12/24	To 90% of labor and	aterials furnished to
<u></u>		
		tion on Hale Avenue
 	amounting to:	
	\$65,981.55 =	\$59, 383,00
	Less Prev. Pmts.	23.836 00
	This Payment	
<u></u>		23,J+/
<u> </u>		
	······································	
	Contract # 357 - 4th	Progress Payment
<u></u>		
		FOR CONTROLLER'S USE ONLY
I HEREBY CERTIF	Y UNDER PENALTY OF PERJURY that the above claim and the	
items, amounts a part thereof has l is presented withi	n one year after the last item thereof has accrued.	FUND NO.
		APPRO-03 VENDOR NO.
		DATE
		CLAIM NO.
CLAIMANT		DEPT. C OBJECT AMOUNT
DATE	PLACE	
T POTT,	ACTING Director Public Works	
	ET ACC'T. 471-80-10	DESCRIPTION
THE ABOVE	CLAIM IS APPROVED FOR PAYMENTS SUBJ	IECT TO THE AVAILABILITY OF FUNDS EDWARD N. GLAESER, County Controller
PREPARE IN DUPI ORIGINAL TO CO RETAIN DUPLICA	NTROLLER	
4- PD-5 Rev. 12/58		ByDEPUTY CONTROLLER



INSTRUCTIONS TO CLAIMANTS

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.
 Claimants performing services or supplying articles to two or more County Departments MUST make separate claim for each department.
 No claims will be audited or ALLOWED unless or until the above requirements have been compiled with.

	999 Downer Avenue	DEPT. Public Works	
	San Jose, California		
DATE 19 63		ION	AMOUNT
11/24	To 90% of laboa and mat	erials furnished to	
	date for the Constr. on		
		· · · · · · · · · · · · ·	
		Main Avenue amounting to	
-,		= \$23,836.00	+
	Less Prev. Pmts.	8.006.00	
	This Payment	\$15,830,00	
	······································		<u> </u>
	Contract # 357 - 3rd Pr	ogress rayment	+
		FOR CONTROLLER'S USE ONLY	1
HEREBY CERTIFY U	NDER PENALTY OF PERJURY that the above claim and the talements as herein set out are true and correct; that no		
HEREBY CERTIFY U tems, amounts and s part thereof has been s presented within or	NDER PENALTY OF PERJURY that the above claim and the tatements as herein set out are true and correct; that no heretofore paid; that the amount claimed is justly due and se year after the last item thereof hes accrued.	FUND 1	NO
HEREBY CERTIFY U fems, amounts and s part thereof has been s presented within or	NDER PENALTY OF PERJURY that the above claim and the tatements as herein set out are true and correct; that no heretofore paid; that the amount claimed is justly due and he year after the last item thereof hes accrued.	FUND N APPRO-03 VENDOR N	NO
HEREBY CERTIFY U items, amounts and s part thereof has been s presented within or	NDER PENALTY OF PERJURY that the above claim and the tatements as herein set out are true and correct; that no heretofore paid; that the amount claimed is justly due and he year after the last item thereof has accrued.	FUND N APPRO-03 VENDOR N D/	NO NO ATE
		FUND N APPRO-03 VENDOR N D/	NO NO ATE NO
CLAIMANT		FUND N APPRO-03 VENDOR N D/ CLAIM N	NO NO ATE NO
CLAIMANT		FUND N APPRO-03 VENDOR N D/ CLAIM N	NO NO ATE NO
CLAIMANT DATE APPROVED	PLACE	FUND N APPRO-03 VENDOR N D/ CLAIM N	NO NO ATE NO
CLAIMANT DATE APPROVED 5 T POTT, CHG. BUDGET	Acting DEPARTMENT HEAD ACC'T. 471-80-10	FUND N APPRO-03 VENDOR N D/ CLAIM N DEPT. C OBJEC	NO NO ATE NO STAMOUNT
CLAIMANT DATE APPROVED 5 T POTT, CHG. BUDGET	PLACE	FUND N APPRO-03 VENDOR N D/ CLAIM N DEPT C OBJEC DESCRIPTION JECT TO THE AVAILABILITY OF FUN EDWARD N. GLAESER, County Con	NO NO NO NO NO AMOUNT
CLAIMANT DATE APPROVED S T POTT, CHG. BUDGET THE ABOVE CI	Acting DEPARTMENT HEAD ACC'T. <u>471-80-10</u> ACC'T. <u>471-80-10</u> AIM IS APPROVED FOR PAYMENTS SUB. Clerk of the Board	FUND N APPRO-03 VENDOR N D/ CLAIM N DEPT. C OBJEC DESCRIPTION	NO NO NO NO NO AMOUNT

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.

General Manager

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

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

Employer

Job:

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

∆ spo

Compy of Santa Chara 70 Rest Rosa Btreet 331 Jose, California

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APAJO ATNAS

T. U. LINTEL UD. HIE 10 S IT DH. PJ BOX CLD BO

Job: 105

1998 AN JULE EVENCE BECORD WITH INSTALL MIG 12 8 50 W. P. BUBLIN MUDIC BECEINED

August 13, 1903

This superscore and corrects certificerse issued in Anmas 1, refe

oorbilliosiic isqued on ^aulmust 1 1963:

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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

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General Manager

L. C. Smith Co. Box 610 San Mateo, California 104834-63 8-1-63/8-1-64

Employer

Job:

#369 - Hale Avenue between W. Main Avenue Llagas Avenue BECEIVED RECEIVED

RECEIVED RECEIVED COUNTY OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF

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

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Employer

A TELEVIS

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

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

for Reformed

General Manager

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

- . ARAJO ATNAS TO VINUOS F3. M9 CE S 61 aug CAVIADAR CAVIADAR CAVIADAR

HI SINNOS **58. MA es 8 21 pu**f. SHEWM WIEND RECEIVED

VUA 10 VINAS

٠,-

82805 COVER ONE SUBJECT ONLY IN EACH LETTER FOR USE IN **REDI-LETTER** THIS Rediform PRODUCT WINDOW ENVELOPE FOR TYPEWRITER OR HAND USE FROM nta Clara L. C. SMITH CO. **465 CONCAR DRIVE** 345 48 SAN MATEO, CALIF. click Hale are bet womain & playao any 817 163 Subject Date MESSAGE: Geettemen : WE have enclose ur furthes entertion Ju. 1 stil ā alfred Signed REPLY: Signed Date Ωł SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY. Rediform 4S 471

715 COVER ONE SUBJECT ONLY IN EACH LETTER FOR USE IN **REDI-LETTER** THIS Rediform PRODUCT WINDOW ENVELOPE FOR TYPEWRITER OR HAND USI FROM lanta Clai nte L. C. SMITH CO. **465 CONCAR DRIVE** 345 48 SAN MATEO, CALIF. clirk 8 - bet w main plagao 2 Subject Hale a Date any MESSAGE: Gentlemen WE have enclose your furthes exection The b die de in rd. a 1 stokenta artical Signed REPLY: Signed Date (in) SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY. Rediform 45,471

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.

EVILY OF M

General Manager

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

DEF, MARCH L. C. Smith Co. De 12 - 5 Box 610 San Mateo, California 104834-63 8-1-63/8-1-64 Hear ALCOND

Employer

COLL & Jargah

ANAJO ATNAS

H HINDOC

110-13 1 St 6W . 85

DABLE MURRE Job: ASUS - BECEINER Lobress V. Laky Arcine Liteles Avenue Οςυπόψη οΓημακός φίατα. γυ Έςας πόμα Οφήερο Βετη Γςυς, Ολιτένοπήμα

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

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

General Manager

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

Employer

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

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

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

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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.

General Manage

Job:

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

L. C. Smith Co. Box 610 San Mateo, California 104834-63 8-1-63/8-1-64

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COUNT OF

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AAAJO ATNAS

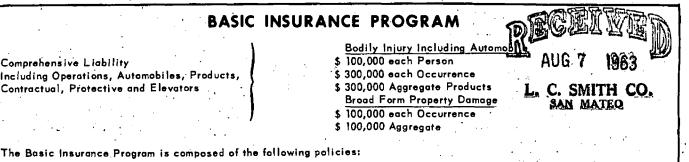
COUNTY OF AUG 15 - 2 17 PM .63 BOARD OF SUPERVISORS

August 6, 1963

CERTIFICATE OF INSURANCE

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



Name of Insurance Company	Policy or Certificate Number	Policy Term	Bodily Injury	Limits of Liability	Property Damage
Company		Term.	Boarry fillory	· · ·	
United States Fidelity	CLP 87305	March 4, 1963	\$ 25,000	Each Person	
and Guaranty Company	•	to	\$100,000	Each Occurrence	\$25,000
	•	March 4, 1964		Aggregate Operations	\$25,000
	•			Aggregate Protective	\$25,000
			\$100,000	Aggregate Products	\$25,000
				Aggregate Contractual	\$25;000
Cravens, Dargan &	LO 65561	March 4, 1963	\$ 75,000	Each Person	
Company	Excess Bodily	to	\$200,000	Each Occurrence	\$75,000
	Injury & Auto	March 4, 1966		Aggregate Operations	\$75,000
	Property Damage			Aggregate Protective	\$75,000
-	LO 65562		\$200.000	Aggregate Products	\$75,000
•	Excess General			Aggregate Contractual	\$75,000
•	Property Damage				

SUPPLEMENTAL INSURANCE PROGRAM

Excess Personal Injury and

Property Damage (Umbrella Form.)*

Llayd'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 **XHXXXXX** days written notice will be mailed or delivered to:

thirty (30)

Certificate Holder

Address:

COUNTY OF SANTA CLARA

70 WEST ROSA STREET, SAN JOSE, CALIFORNIA

.

INSURED'S JOB NO. 369

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

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.

IOSE RH-7

WYNNE AGENCY

CERTIFICATE OF INSURANCE

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**

August 6, 1963

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

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, Californio. 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 tan (10) days written notice will be mailed or delivered to:

thirty (30)

Certificate Holder:	COUNTY OF SANTA CLARA	· · · · · · · ·
Address:	70 WEST ROSA STREET, SAN JOSE, CALIFORNI	A
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	

JOSEPHA. WYNNE	AGENCY
BV: Pello	

CERTIFICATE OF INSURANCE

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	Policy or Certificate	Policy		Limits of Liability	
Company	Number	Term	Bodily Injury		Property Damage
United States Fidelity	CLP 87305	March 4, 1963	\$ 25,000	Each Person	
and Guaranty Company		to	\$100,000	Each Occurrence	\$25,000
		March 4, 1964		Aggregate Operations	\$25,000
	- ⁻ -			Aggregate Protective	\$25,000
	•		\$100,000	Aggregate Products	\$25,000
				Aggregate Contractual	\$25,000
Cravens, Dargan &	LO 65561	March 4, 1963	\$ 75,000	Each Person	
Company	Excess Bodily'	to	\$200,000	Each Occurrence	\$75,000
	Injury & Auto	March 4, 1966		Aggregate Operations	\$75,000
	Property Damage			Aggregate Protective	\$75,000
	LO 65562		\$200.000	Aggregate Products	\$75,000
	Excess General			Aggregate Contractual	\$75,000
	Property Damage				

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 ten.(10) days written notice will be mailed or delivered to:

thirty (30)

Certificate Holder: ____ COUNTRY 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
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FOR CONSTRUCTION ON HALE AVENUE BETWEEN LIAGAS AVENUE AND WEST MAIN AVENUE TO MORGAN HILL.

Bateman, J. C.

Dilardi 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.

78,653,00 30 30 106.00

Date JUL 2 9 1963 APPROVED PC/ FLD RE : £10 DPW ABSTATNS NO:

ge 2

July 25, 1963

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

Renz, George C. Const. Co.

Smith, L. C. 2/ Sy. awarded = 142,898.00

Standard Grading & Paving, Inc.

Stutz, R. W.

145,480.35

.00

48,000.20

Engineer's Estimate

of santa clara county



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 \$ 148,000

Respectfully submitted,

es l JAMES B. ENOCHS

Director of Public Works

JBE:js

(Bid Void if Detached)

<u>BID FORM</u>

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

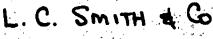
Pursuant to and in compliance with your Notice la. to Bidders and the Contract documents relating to the improvement of

Hale Avenue between West Main Avenue and Llagas Avenue

including Addenda Nos. 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 specifications 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 therewith, 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



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	Item	Approxi- mate Quantity	Words	Unit Price	Total
	1	Lump Sum	Clearing & Grubbing at TWO Thousaup Soucay AUNDRED DOUCARS Lump Sum		2700-00
	2	7500	Cubic yards roadway excavation at ONG DOCARE TEN CENTS Per Cubic Yard	1.10	8250.00
•		8800	Tons Class II Aggregate Base at <u>Two DoceARS</u> <u>ALIRY CEATS</u> Per Ton	2.30	20,240.00
	4	1800	Tons Class II Aggregate Sub-Base at <u>760 Docc425</u> <u>Seventy - Five cents</u> Per Ton	2.75	4950.00
	5	3900	Tons Asphalt Concrete at <u>SIX</u> <u>DOUCARS 51KTY - CENTS</u> Per Ton	6.60	25,740.00
•	6.	18	Tons SC-70 Liquid Asphalt (Prime Coat) at <u>Forty - Filo</u> <u>DoutArs</u> Per Ton	45.00	8/0.00
-	7	5500	Lineal Feet Asphalt Concrete Dike at <u>SIXTO-FIUE CEUIS</u> Per Lineal Foot	0.65	3575.00
			Bid Form 1-A		

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Item	Approxi- mate Quantity	Words	Unit Price	Total
8	5000	Cubic Yards Trench Excavation at <u>FIETY</u> CENITS Per Cubic Yard	0,50	Z 500,00
9	40	Lineal feet 10" Vitrified Clay Pipe at Doccars	4.00	160.00
10	4100	Lineal Feet 15" Vitrified Clay Pipe at <u>SX DOLCARS</u> Per Lineal Foot	6.00	24,600.00
11	40	Lineal Feet 12" Reinforced Concrete Pipe (Class III) at <u>timet</u> <u>Documents</u> Per Lineal Foot	3.00	120.00
12	30	Lineal Feet 15" Reinforced Concrete Pipe (Class III) at <u>MOU/2</u> <u>DoceARS</u> Per Lineal Foot	4.00	1 20,00
13	30	Lineal feet 24" Reinforced Concrete Pipe (Class III) at <u>Seven</u> <u>Documents</u> Per Lineal Foot	7.00	210.00
- 14	90	Lineal Feet 30" Reinforced Concrete Pipe (Class III)at <u>FEA</u> <u>Doceases</u> Per Lineal Foot	10.00	700,00
		Bid Form 1-B		

Item with Unit Price Written in Unit Item Approxi-Total Words Price mate Quantity Lineal Feet 15" Corrugated Metal Pipe (16 Guage) at Four 120 15 DOLLARS KILLET 4.90 Per Lineal Foot CONTS 588.00 Lineal Feet 18" Corrugated Metal Pipe (16 Guage) at Souch Docuges 86 16 602.00 7.00 Per Lineal Foot Lineal Feet 30" Corrugated Metal Pipe (12 Guage) at THIRTCOM DOLLARS 72 17 Q36.0013,00 Per Lineal Foot Lineal Feet 58" x 36" Corrugated Metal pipe arch at TUENT POLLARS 20 18 400.00 Per Lineal Foot 20,00 Lineal Feet 6" Cast Iron Water Pipe (Mech. Joint, Class 150) at Fourz 19 180 DOLLARS FLETY EMITS Per Lineal Foot 4.50 810,00 Lineal Feet 8" Cast Iron Water Pipe (Mech. Joint, Class 150) at FIDE Documes 20 2665 Per Lineal Foot 5.00 13325.00 Each 8" Gate Valve (non-rising stem one flanged, one mech. joint end) 21 6 ONE HUNDRED at 780.00 441244 PULLARS Per Each 130,00 Bid Form 1-C

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Item	Approxi- mate Quantity	Words	Unit Price	Total
22	4	Each 12" Corrugated Metal Pipe Embankment Protectors at <u>OUE</u> <u>HUNDRED</u> <u>HIRT</u> <u>DOCCARS</u> Pet Each	130.00	520.00
23	8	Each County Standard Type G5 Drop Inlets at <u>FOUR</u> HUNDRED DOCCANS Per Each	400.00	3 200, 00
24	1	Each County Standard Type G1 Drop Inlet at FOCIR HUNDRED DOCUMPS Per Each	400.00	400.00
25	16	Each County Standard Manholes at <u>Two</u> <u>HUNDRED</u> <u>Anry DocuArs</u> Per Each	240.00	3840,00
26	3	Each adjust manholes to Grade at ONE HUNDRED DOLLARS Per Each	100.00	300.00
27	15	Cubic Yards Class "A" Concrete (Minor Structures) at <u>(400</u> (<u>4440755</u>) <u>414124</u> <u>DocuMNS</u> Per Cubic Yard	230.00	3450.00
28	200	Cubic Yards Class "C" Concrete at <u>FORTY</u> DOLLARS Per Cubic Yard	40.QS	පිරවර. මට
		Bid Form 1-D		

Bid Form 1-D

L. C. SMITH CO.

Item with Unit Price Written in Unit Total Item Approxi-Price Words mate Quantity Lineal Feet Metal Beam Guard Rail at <u>400 Doccars</u> DOLLARS 4 CENTE 29 3440 SOUCHYG 2,70 9288.00 Per Lineal Foot Tons filler material at ONE DOLLAR Per Ton 30 84 84.00 1.00 Control of Traffic at Lump 31 Lump Sum Sum DOLCARS 500.00 Clean up at OUC + HOUSANTS Lump POLLARES Lump Sum 32 Sum 1000.00 142,89800 CRAAID FOTAL 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,

Bid Form -2

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.

11 Accompanying this proposal is <u>bidders</u> Bowd (insert words "cash", "cashier's check", "certified check", V V 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-tree
CITAN C
Licensed in accordance with an act providing for the registration of Contractors, License No.
(L.C. Smith to
Sign Here (<u>Ausmuch</u>
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.)

999 DOWNER AVE, SEN JOSE Business Address Place of Residence <u>Sew</u> JosE Dated: JULY 25 , 19**63**

Bid Form -4

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 C	OF WORK		SUBCON	TRACTO	R	AI	DRESS	· · ·
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Bid Form -5

WORKING DAYS_

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SCHEDULE OF OPERATIONS

SHEET 2 OF 2

FOR THE IMPROVEMENT OF Hale Avenue between West Main Avenue

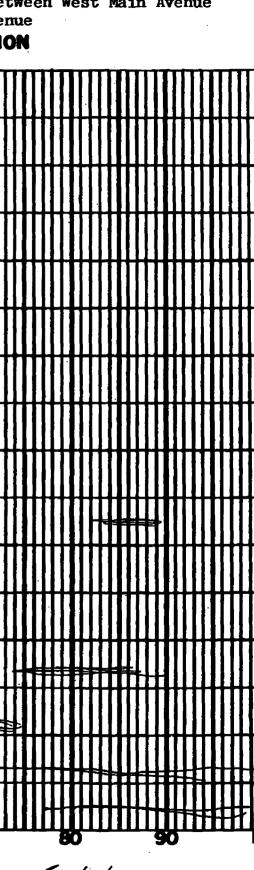
and Llagas Avenue

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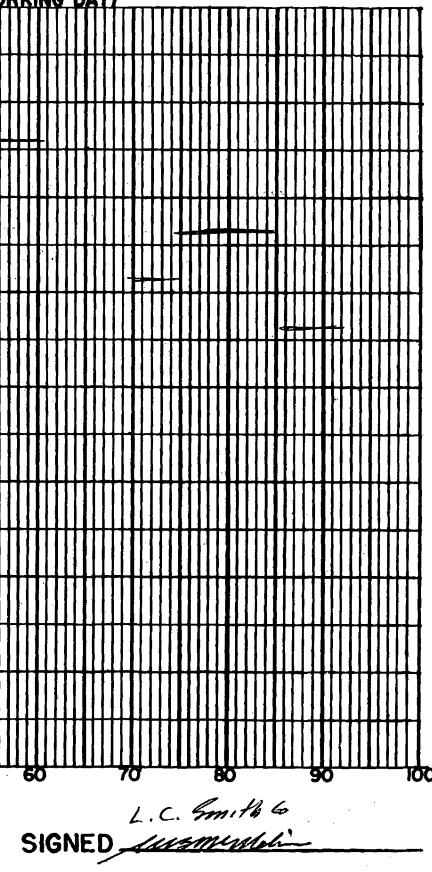
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AFFIDAVIT OF PUBLICATION

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 CLARA NEWS, a newspaper of general circulation, printed and published weekly, in the City of Santa Clara, County of Santa Clara 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

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.

Aloelii J. Laughian

Subscribed and sworn to before me this _____ 12th ____ day

of _____ July _____ 19.63

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

VELMA E. SILVA

My Commission expires March 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)

A CONTROL OF A CON	The Premium for this i bond is included in i Master Bid Bond char
UNITED PACIFIC	•
Insurance Company	
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 <u>Califernia</u> as Surety, are held and firmly bound unto the <u>County of Santa Clára</u>

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.

25TH JULY 19 63 Signed, Sealed and Dated this day of SMITH COMPANY Principal(s) UNITED PACIFIC INSURANCE COMPANY Bv: Donna Ellis art

B-1312-Contract - Bid Bond

25TH day of JULY, 1963 R. E. GREGERSON before me, ___ ίOτ 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 Attomey-in-Fact on behalf of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged to me that said corporation executed the same. ÊČ

Notary Public-

My Commission Expires ____ Aug. 23, 1965

B-2004 SF California - San Francisco Jurat Rev. 11-60

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

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JP:bs Enc.

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 , 19 63 , for the construction of 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.

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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 _______ 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 $\frac{25.00}{25.00}$ 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 <u>lst</u> day of <u>July</u>, 19<u>63</u>.

ATTEST:

Clerk of the Board of Supervisors

1-10-62-8C

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Form #2 Returnable Deposit