

6/14/88 #10

SANTA CLARA COUNTY BOARD OF SUPERVISORS
PROCESSING RECORD - PLANS & SPECIFICATIONS

CODE ~~EEB~~ ROADS State Highway

Job Description Route 237

Traffic Proof Fill Project

CODE ROAD NO. _____ ROAD NAME _____

BID OPENING DATE: July 14, 1988 TIME: 2:00 P.M.

Job No. 88-290 Contract Date August 2, 1988

LIBRARY PROCESSING

1. _____ Have Contract Drawings been attached?
2. ☒ Do you have Contract Specifications?
3. None Are all Addendums attached?
4. Yes Is there a Contract Inventory Sheet attached?
5. Yes Any Unsuccessful Bidders?
6. Yes Is there a Proof of Publication?

COMMENTS:

1- 6



WINN & CO. INSURANCE BROKERS

321 FIFTH STREET, P.O. BOX 220
HOLLISTER, CA 95024-0220 (408) 637-9241
TELEX: 62895366 FAX: (408) 637-5237

March 30, 1990

To Whom It May Concern:

Attached, please find revised certificate to replace the one issued on 3-29-90. The General Liability policy has a transposition error on the last two digits of the policy number, on the original certificate you received. Please replace the certificate issued on 3-29-90 with this new one. Retain the original endorsement and attach to this certificate.

Should you have any questions, please feel free to give me a call at (408) 637-9241.

Sincerely,

Marlene Teixeira, CIC
Commercial Service Representative

MT:ms

FILED FOR RECORD
AT REQUEST OF*Brd of Supervisors*
MAR 17 12 05 PM '89

NO FEE

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Supervisors of the County of Santa Clara, State of California, pursuant to State law, that the work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as owner herein, and

Oliver de Silva, Inc.

K881 PAGE 2100

as Contractor therein, bearing the date August 2, 1988

for construction of Measure A - Proof Fill Project #MSA309A

Contract No. 88-29, and appurtenant facilities upon lands of said County known as
Southwest Quadrant of Highway 237 and Lafayette Street

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 FEB 28 1989

Upon said contract, Seaboard Surety Company #16260088
was surety on the bond given by said Oliver de Silva, Inc.

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 70 West Hedding Street, San Jose, California, 95110.

IN WITNESS WHEREOF, pursuant to the order of the Board of Supervisors made and given on

FEB 28 1989, authorizing and directing the extension of its name;
authenticated by the signature of the Clerk of the said Board of Supervisors on FEB 28 1989

BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA

Donald M. Rains
DONALD M. RAINS
Clerk of said Board

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

DONALD M. RAINS

, being duly sworn, says:

That I am the Clerk of the Board of Supervisors of the County of Santa Clara, and that I make this oath in its behalf; that the County of Santa Clara is the owner of the property described in the foregoing Notice; that I have read the foregoing Notice and know the contents thereof, and the facts therein stated are true of my own knowledge.

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DONALD M. RAINS
CLERK, BOARD OF SUPERVISORS

ORIGINAL

Originally signed copy to Oliver de Silva, Inc.; Original and Copy (both pink tagged) to Recorder; conformed copy to Lou Thatcher, TA-Construction Operations 3/3/89 ej
"Original returned from Recorder's office & copy sent to TA-Construction Operations" 8/4/89 ey

CHANGE ORDER
COUNTY OF SANTA CLARA, CALIFORNIA
TRANSPORTATION AGENCY

Sheet 1 of 1

SD No. 4

Date of Contract August 2, 1988

Change Order No. 1-FINAL

Original Bid \$727,777.00

Contract No. 88-29

Amount as of last C/O \$727,777.00

Seventy (70)
Original Allowed Time Working Days
Seventy (70)
Time as of last C/O Working Days

Project: Measure A - Proof Fill Project #MSA309A

Contractor: Oliver de Silva, Inc.

Post Office Box 4437

Address: Hayward, California 94540

(415) 783-9220

The following change in construction is proposed: (Attach additional sheets if necessary)

INCREASE OF CONTRACT ITEMS OF WORK:

Item No. 3 -- Roadway Excavation				
103.00 CY @	\$	1.35 =	\$	139.05
Item No. 5 -- Erosion Control				
2.00 Acres @		1,050.00 =		2,100.00
TOTAL INCREASE.....				\$ 2,239.05

DECREASE IN CONTRACT ITEMS OF WORK:

Item No. 4 -- Imported Borrow				
16,435.00 CY @	\$	4.00 =	\$	65,740.00
Item No. 6 -- Overside Drain				
4.00 LF @		32.00 =		128.00
Item No. 7 -- Fence (Type CL-6)				
50.50 LF @		4.80 =		242.40
Item No. 9 -- Supplemental Work				
146,267.79 LS @		1.00 =		146,267.79
TOTAL DECREASE.....				\$212,378.19

Net (~~XXXXXX~~) (Deduction) due to this Change Order - - - - - \$ 210,139.14

The contractor hereby agrees to furnish or delete, as the case may be, any and all labor, material and equipment required for the performance of this change order in strict accordance with the terms and conditions of the contract documents. The contractor further agrees that the amount specified herein for this change order shall constitute full and complete compensation for all labor, material and equipment furnished, used or deleted, as the case may be, in the performance of this change order. The contractor further agrees that the amount specified herein for this change order shall be full and complete compensation for any and all claims of any nature whatsoever, including, but without limitation, any actual or alleged claims for compensation by contractor or any subcontractor of contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing this change order.

Contract Time: () ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ ~~XXXX~~ (XX) Decreased by One (1) Working days.

Accepted by: Michael P. Williams Date: 2/2/89

APPROVAL RECOMMENDED

Scott J. Bruce
Construction Administrator

Scott J. Bruce
Director, Design & Construction

James M. Williams
Project Engineer

James M. Williams
Director, Transportation Agency

APPROVED

Date: _____

County Executive

Chairperson - Board of Supervisors

() Bd. Files

() Contractor (2)

() Construction Div. (2)

() Controller

ROD DIRIDON

C.O. No. _____

912-A REV 1/88

ORIGINAL

FEB 28 1989

Ordinarily signed copy to Oliver de Silva, Inc.; conformed copies to Controller, TA-Finance, and Lou Thatcher, TA-Construction Operations 3/3/89 ej

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO. 88-29
CHANGE ORDER NO. 1-Final

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

DATE: March 3, 1989

The following Change Order was approved by the Board of Supervisors at a meeting held on February 28, 1989, Item No. 13.

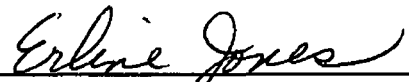
PROJECT TO BE CHARGED: MEASURE A-PROOF FILL PROJECT.

FOR THE AMOUNT OF \$210,139.14 Net Decrease

CONTRACTOR: Oliver de Silva, Inc., P.O. Box 4437, Hayward, CA 94540.

COMPLETION DATE: Decreased by 1 Working Day.

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)



Deputy Clerk

Erline Jones

CC -- CONTROLLER
CC -- FILE ✓
CC -- TA-CONSTRUCTION OPERATIONS
CC -- TA-FINANCE

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Susanne Wilson, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

March 3, 1989

Oliver de Silva, Inc.
P. O. Box 4437
Hayward, CA 94540

Dear Gentilepersons:

SUBJECT: NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK/FINAL
CHANGE ORDER

FOR: MEASURE A-PROOF FILL PROJECT

Enclosed you will find a fully executed copy of the above-entitled documents, which the Board of Supervisors approved at its regularly scheduled meeting on February 28, 1989.

The enclosed is for your records.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Erline Jones
Deputy Clerk

DMR:ej

Enclosures

cc: Lou Thatcher, TA-Construction Operations

County of Santa Clara
California

TA. 5



Transportation Agency
1555 Berger Drive
San Jose, California 95112

Mailing Address:
P.O. Box 4009
Milpitas, CA 95035-4009

TRANSMITTAL MEMORANDUM

Page 1 of 3

S.D. 4

Prepared by : Strametz
Reviewed by : Maniaci
Submitted by : Bruce
APPROVED: DIRECTOR Sm

DATE: January 26, 1989

TRANSIT DISTRICT BOARD: Agenda Date: _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date: February 28, 1989 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date: _____ Item No. _____

FROM: SCOTTY A. BRUCE, DEPUTY DIRECTOR
DESIGN AND CONSTRUCTION

SUBJECT: MEASURE A - PROOF FILL PROJECT, #MSA309A
CONTRACT NO.: 88-29
Contractor: Oliver de Silva, Inc.
Change Order No. 1-FINAL

RECOMMENDED ACTION:

It is recommended that the Board approve contract change order No. 1-FINAL to Contract No. 88-29, "Measure A - Proof Fill Project, #MSA309A" with a decrease of \$210,139.14 and a decrease of one (1) working day. It is also recommended that the Board authorize the execution of the Notice of Completion of Contract and Acceptance of Work.

A final and balancing change order resulting from monetary adjustments in bid items as provided for in the contract documents under the sections dealing with "measurement and payment" requires a simple majority vote by the Board if the contract amount is not being exceeded or if such adjustments are made pursuant to the supplemental work allowance item of the Contract Documents. This is the final action required by the Board for acceptance of the contract and to authorize the filing of the Notice of Completion of Contract and Acceptance of Work.

FISCAL IMPLICATIONS:

This contract was awarded to Oliver de Silva, Inc. on August 2, 1988, with a contract amount of \$727,777.00. Source of funding: Budget Account No. 0023-6412-2903-C3046.

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY FEB 28 1989

DONALD M. RAINS, Clerk of the Board

By Erline Jones Deputy Clerk

FEB 28 1989

An Equal Opportunity Employer

ORIGINAL

Approved copy to Lou Thatcher, TA-Construction Operations 3/3/89 ej

DATE: January 26, 1989

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: February 28, 1989

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: MEASURE A - PROOF FILL PROJECT, #MSA309A
CONTRACT NO.: 88-29
Contractor: Oliver de Silva, Inc.
Change Order No. 1-FINAL

REASONS FOR RECOMMENDATION:

All work authorized under this contract has been completed in the field and the final inspection held.

The increases and decreases in the contract items of work represent adjustments from the previously approved quantities to those expended to complete the project in the field.

BACKGROUND:

Contract No. 88-29 was awarded to Oliver de Silva, Inc. on August 2, 1988. The Notice to Proceed was issued August 26, 1988, with the first charged day being August 23, 1988. The contract amount was \$727,777.00 with seventy (70) working days of allotted time.

The work consisted of constructing an embankment fill approximately thirty-five (35') feet high with a base footprint of about three hundred (300') feet by four hundred (400') feet and side slopes of 2:1 and 1.5:1. The work included, but was not limited to, preparing the site; procuring, hauling, placing and compacting embankment fill material; constructing an access ramp; removing and installing fences and gates; constructing an overside drain; and providing erosion and dust control as shown on the plans and herein specified.

CONSEQUENCES OF NEGATIVE ACTION:

Final payment could not be made to the contractor and the County of Santa Clara would not be in conformance with the Contract Documents.

STEPS FOLLOWING APPROVAL:

The Notice of Completion of Contract and Acceptance of Work is forwarded to the Office of the County Recorder for filing. Thirty-five

DATE: January 26, 1989

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: February 28, 1989

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: MEASURE A - PROOF FILL PROJECT, #MSA309A
CONTRACT NO.: 88-29
Contractor: Oliver de Silva, Inc.
Change Order No. 1-FINAL

STEPS FOLLOWING APPROVAL: (Continued)

(35) days following the filing fo the Notice of Completion, final payment is released to the contractor by the Transportation Agency in accordance with the Contract Documents.

SAB:JAJ:PDS:vas

Attachment

cc: JER

T.A. Finance

TAC, JAJ/RLT, PDS, MPD/Lab, SDF, PJ, KH

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
3-30-89 ms

PRODUCER

WINN & CO. INSURANCE BROKERS
P.O. BOX 220
HOLLISTER, CA 95024-0220

CODE

SUB-CODE

INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	TRANSCONTINENTAL INS./CNA (S.F.)
COMPANY LETTER B	TRANSPORTATION INS/CNA (S.F.)
COMPANY LETTER C	VALLEY FORGE INS/CNA (S.F.)
COMPANY LETTER D	TRANSPORTATION INS/CNA (S.F.)
COMPANY LETTER E	CONTINENTAL INS/MOAC (S.F.)

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS *
A	GENERAL LIABILITY	GL000279514	4-1-89	4-1-90	GENERAL AGGREGATE \$ 1000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$ 1000
	X CLAIMS MADE X OCCUR				PERSONAL & ADVERTISING INJURY \$ 1000
	X OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000
	X XCU				FIRE DAMAGE (Any one fire) \$ 50
		* Limits at Policy Inception			MEDICAL EXPENSE (Any one person) \$ 5
B	AUTOMOBILE LIABILITY	BUA000279515	4-1-89	4-1-90	COMBINED SINGLE LIMIT \$ 1,000
	X ANY AUTO				BODILY INJURY (Per person) \$
	X ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	X SCHEDULED AUTOS				PROPERTY DAMAGE \$
	X HIRED AUTOS				
	X NON-OWNED AUTOS				
	X GARAGE LIABILITY				
C	EXCESS LIABILITY	CUP1193818	4-1-89	4-1-90	EACH OCCURRENCE \$ 5,000
	X OTHER THAN UMBRELLA FORM				AGGREGATE \$ 5,000
D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	500279517 Empl Liab CA, \$1,000,000 Empl Liab Other States, \$100,000	4-1-89	4-1-90	STATUTORY \$ See (EACH ACCIDENT)
					\$ Pol # (DISEASE-POLICY LIMIT)
					\$ Column (DISEASE-EACH EMPLOYEE)
E	OTHER Contractor Equip Owned/Leased/Borrowed	IMC747314	4-1-89	4-1-90	All Risk Blanket \$10,000,000. \$10,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

PROJECT: PROOF FILL SOUTH OF RT. 237, BETWEEN GREAT AMERICA PARKWAY & SOUTHERN PACIFIC RAILROAD TRACKS: PROJECT #88-29

* All Risk subject to Policy Exclusions, Limitations and Endorsements

CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
COUNTY GOVERNMENT CENTER
EAST WING
70 WEST HEDDING ST.
SAN JOSE, CA. 95110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL endeavor to MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John R. Wilson

WINN & CO.

Endorsement No.

THIS ENDORSEMENT FORMS A PART OF POLICY
NUMBER GL000279514 ISSUED BY
Transcontinental Ins. (CNA) AND IS
EFFECTIVE 4-1-89 12:01 A.M. STANDARD
TIME.

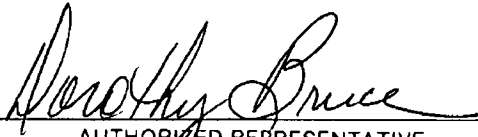
NAMED INSURED

OLIVER DE SILVA, INC., ET AL
P.O. BOX 4437
HAYWARD, CA 94540

ADDITIONAL INSURED ENDORSEMENT

- A. It is hereby understood and agreed that the County of Santa Clara, the City of Santa Clara, the Santa Clara County Traffic Authority, their governing boards, directors, officers, agents, and employees, are included as additional insureds as respects services of operations under this agreement.
- B. Such insurance as is afforded by the Additional Insured Endorsement shall apply as primary insurance and no insurance of county of Santa Clara, the City of Santa Clara, Santa Clara County Traffic Authority will be called upon to contribute to a loss.
- C. It is agreed that this insurance applies separately to each insured, except with respect to the limits of liability. It is further agreed that the inclusion of more than one insured shall not act to increase the limits of the company's liability.

PROJECT: Proof fill south of Route 237, between Great America Parkway and Southern Pacific Railroad Tracks; Project #88-29.


AUTHORIZED REPRESENTATIVE

WINN & CO.

Endorsement No.

THIS ENDORSEMENT FORMS A PART OF POLICY
NUMBER IMC747314 ISSUED BY
Continental Ins. (MOAC) AND IS
EFFECTIVE 8-31-88 12:01 A.M. STANDARD
TIME.

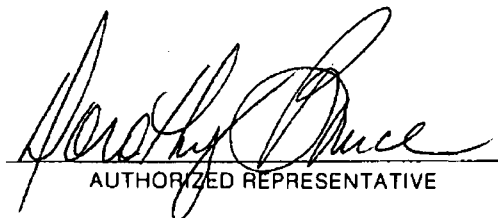
NAMED INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

WAIVER OF SUBROGATION

It is agreed that the above insurer waives subrogation against the Santa Clara County Transit District and the County of Santa Clara for any loss or damage to Insured's equipment.

Project: Proof of Fill south of Rt. 237 between Great America Pkwy and Southern Pacific Railroad tracks; Contract #88-29.


AUTHORIZED REPRESENTATIVE

WINN & CO.

Endorsement No.

THIS ENDORSEMENT FORMS A PART OF POLICY

NUMBER WC500279517 ISSUED BY
Transportation Ins. (CNA) AND IS
EFFECTIVE 4-1-89 12:01 A.M. STANDARD
TIME.

NAMED INSURED

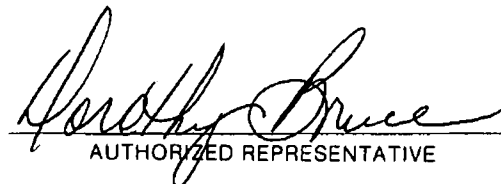
OLIVER DE SILVA, INC., ET AL
P.O. BOX 4437
HAYWARD, CA 94540

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that such insurance as is afforded by the policy also applies to the County of Santa Clara, Santa Clara Traffic Authority and the City of Santa Clara as Additional Insured, but only with respect to employees hired by and included on the payroll of the Named Insured performing work for the Additional Insured.

It is also agreed that any notice to or from the Named Insured for a reduction in or termination of coverage under the policy shall be deemed similar notice to the above Additional Insured.

Project: Proof Fill south of Rt. 237 between Great America Pkwy and Southern Pacific Railroad tracks; Contract #88-29.


AUTHORIZED REPRESENTATIVE

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

4-04-89 ms

PRODUCER

WINN & CO. INSURANCE BROKERS
P.O. BOX 220
HOLLISTER, CA 95024-0220

CODE

SUB-CODE

INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY
LETTER

A

CONTINENTAL INS. (MOAC, S.F.)

COMPANY
LETTER

B

COMPANY
LETTER

C

COMPANY
LETTER

D

COMPANY
LETTER

E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS *
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS/COMPI/OPS AGGREGATE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADVERTISING INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MEDICAL EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY
					\$ (EACH ACCIDENT)
					\$ (DISEASE—POLICY LIMIT)
					\$ (DISEASE—EACH EMPLOYEE)
A	OTHER Installation Floater	IMC740895	4-1-89	4-1-90	\$3,000,000-All Risk incl. Eqke/Flood \$50,000 ded on Eqke. \$25,000 ded all other Perils.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

PROJECT: PROOF FILL SOUTH OF RT. 237, BETWEEN GREAT AMERICA PKWY & SOUTHERN PACIFIC RAILROAD TRACKS; CONTRACT #88-29
* All Risk subject to Policy Exclusions, Limitations and Endorsements


CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
COUNTY GOVT. CNTR EAST WING
70 WEST HEDDING ST.
SAN JOSE, CA. 95110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



WINN & CO.

Endorsement No.

THIS ENDORSEMENT FORMS A PART OF POLICY
NUMBER IMC740892 ISSUED BY
Continental Insurance (MOAC) AND IS
EFFECTIVE 4-01-89 12:01 A.M. STANDARD
TIME.

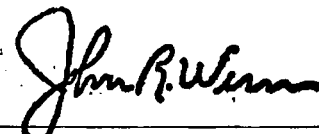
NAMED INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

ADDITIONAL INSURED ENDORSEMENT

It is agreed that the County of Santa Clara, Santa Clara Traffic Authority and the City of Santa Clara are included as Additional Insured as its interests may appear at the time of loss.

Project: Proof fill south of Rt. 237, between Great America Pkwy. and Southern Pacific Railroad tracks; Contract #88-29.



AUTHORIZED REPRESENTATIVE

CALIFORNIA PRELIMINARY NOTICE

88-29

YOUR ATTENTION IS DIRECTED TO SECTIONS 3097 AND 3111, CALIFORNIA CIVIL CODE WHICH REQUIRE US TO NOTIFY YOU THAT IF BILLS ARE NOT PAID IN FULL FOR LABOR, SERVICES, EQUIPMENT, MATERIALS FURNISHED, OR TO BE FURNISHED, THE IMPROVED PROPERTY (WHICH IS DESCRIBED HEREON) MAY BE SUBJECT TO MECHANICS' LIENS. (THIS STATEMENT IS APPLICABLE TO PRIVATE WORK ONLY.)

0871

THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY-CONTRACTOR OR SUBCONTRACTOR.

YOU ARE HEREBY NOTIFIED:

DATE 11-22-88

THAT THE UNDERSIGNED HAS FURNISHED OR WILL FURNISH LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING DESCRIPTION:

Carefree Greens, Inc. (NAME)		Hydroseeding-Erosion Control (DESCRIPTION OF MATERIAL)	
P.O. Box 790 (ADDRESS)		Santa Clara County Proof Fil Highway # 237	
INDIVIDUAL OR FIRM	Elk Grove, California 95759-0790 (CITY) (STATE) (ZIP)	(ADDRESS OF BUILDING, STRUCTURE, WORK OF IMPROVEMENT)	
BY <u>Guthrie L. Laddell Sec.</u> (SIGNATURE)		(CITY) (STATE) (ZIP)	
Secretary (TITLE)		11-22-88 (DATE)	

THE NAME AND ADDRESS OF THE PERSON WHO CONTRACTED FOR THE PURCHASE OF SUCH LABOR, SERVICE, EQUIPMENT OR MATERIAL

IS Oliver de Silva, Inc.
 P.O. Box 4437 Hayward, Ca. 94540

NOTICE TO PROPERTY OWNER
 If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

TO:
 OWNER, REPUTED OWNER, OR PUBLIC AGENCY
 County of Santa Clara
 70 W. Hedding St.
 San Jose, California 95110

TO:
 ORIGINAL CONTRACTOR OR REPUTED CONTRACTOR
 Oliver de Silva, Inc.
 P.O. Box 4437
 Hayward, California 94540

TRUST FUNDS TO WHICH SUPPLEMENTAL FRINGE BENEFITS ARE PAYABLE

NAME	
ADDRESS	
NAME	Certified
ADDRESS	P-836407363
NAME	
ADDRESS	

(MATERIAL MEN NOT REQUIRED TO FURNISH THE ABOVE)

TO:
 CONSTRUCTION LENDER OR REPUTED CONSTRUCTION LENDER
 -none-

NOTICE TO CONSTRUCTION LENDER ONLY
 ESTIMATED TOTAL PRICE OF THE LABOR, SERVICES, EQUIPMENT OR MATERIALS DESCRIBED HEREON.
 \$4,000,000.00

PROOF OF SERVICE AFFIDAVIT

(SECTION 3097.1, CALIFORNIA CIVIL CODE)

I, Melissa J. Dicus, declare that I served copies of the above PRELIMINARY NOTICE (check appropriate box).

(a) ☐ By personally delivering copies to _____ at _____
 (name(s) and title(s) of person served) (address)
 on _____ 19____, at _____ m.
 (date) (time)

(b) ☒ By First Class Certified or Registered Mail service, postage prepaid, addressed to each of the parties at the addresses shown above
 on 11-22, 1988

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

Signed at Elk Grove, California, on 11-22-1988

[ATTACH RECEIPTS OF CERTIFIED OR REGISTERED MAIL WHEN RETURNED]

Melissa J. Dicus
 SIGNATURE OF PERSON MAKING SERVICE

REDIFORM 45449 POLY PAK (50 SETS) 4P449

CALIFORNIA PRELIMINARY NOTICE

IN ACCORDANCE WITH SECTIONS 3097 AND 3098, CALIFORNIA CIVIL CODE

THIS IS NOT A LIEN, THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR

47065

88-29

1. YOU ARE HEREBY NOTIFIED THAT

U.S. RENTALS INC.
2101 ALUM ROCK AVENUE
SAN JOSE, CA 95116

2. has furnished or will furnish labor, services, equipment, or materials of the following general description:
RENTAL EQUIPMENT

3. for the building, structure or other work of improvement located at:

JOB 28125
237 & LAFAYETTE
SANTA CLARA, CA.

A.D.C. UNKNOWN

499236

4. The name of the person or firm who contracted for the purchase of such labor, services, equipment or material is:

OLIVER DE SILVA
P.O. BOX 4437
HAYWARD, CA. 94540

5. An estimate of the total price of the labor, services, equipment or materials furnished or to be furnished is:

6. Name and Address of Trust Funds to which Supplemental Fringe Benefits are Payable.

REPUTED OWNER:

REPUTED LENDER:

CONTRACT NO.; HWY 237
BOND CO.: SEABOARD SURETY
WOODLAND HILLS, CA.

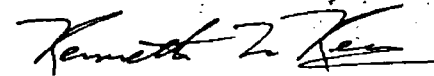
COUNTY OF SANTA CLARA
70 W. HEDDING
SAN JOSE, CA. 95110

ED OF SURETY/IS OF Jobsite Is Federal Public Work Title 40 USC Sec. 270A-270E.
Contract Number:
Bonding Company:

88 OCT 2 All: 13 NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Dated: 09/30/88



President

(Signature)

Telephone Number

(619) 693-8871

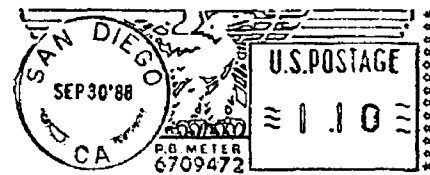
(Title)

REPUTED ORIGINAL CONTRACTOR:

OLIVER DE SILVA
P.O. BOX 4437
HAYWARD, CA. 94540



7620 MIRAMAR RD.
STE. 4300
SAN DIEGO, CA
92126



COUNTY OF SANTA CLARA
70 W. HEDDING
SAN JOSE, CA. 95110

CALIFORNIA PRELIMINARY NOTICE

88.29

YOUR ATTENTION IS DIRECTED TO SECTIONS 3097.1, 3098 AND 3111, CALIFORNIA CIVIL CODE WHICH REQUIRE US TO NOTIFY YOU "THAT IF BILLS ARE NOT PAID IN FULL FOR LABOR, SERVICES, EQUIPMENT OR MATERIALS FURNISHED, OR TO BE FURNISHED, THE IMPROVED PROPERTY (WHICH IS DESCRIBED HEREON) MAY BE SUBJECT TO MECHANICS' LIENS." (THIS STATEMENT IS APPLICABLE TO PRIVATE WORK ONLY.)

THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

YOU ARE HEREBY NOTIFIED:

THAT THE UNDERSIGNED HAS FURNISHED OR WILL FURNISH LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING DESCRIPTION:

0143

Charles F. Gagliasso Trucking, Inc,

(NAME)

P.O. Box 4404

(ADDRESS)

San Jose

Ca.

95054

(CITY)

(STATE)

(ZIP)

BY:

(SIGNATURE)

Secretary

9-22-88

(TITLE)

(DATE)

88 Sep 23 28125

(DESCRIPTION OF MATERIAL)

County of Santa Clara

HWY 237 Proof Fill Project

(ADDRESS OF BUILDING, STRUCTURE, WORK OF IMPROVEMENT)

INDIVIDUAL
OR
FIRM

THE NAME AND ADDRESS OF THE PERSON WHO CONTRACTED FOR THE PURCHASE OF SUCH LABOR, SERVICE, EQUIPMENT OR MATERIAL

Oliver De Silva

IS

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

TO:

OWNER,
REPUTED OWNER,
OR
PUBLIC AGENCY

County of Santa Clara

70 West Hedding St,

San Jose, Ca. 95110

TRUST FUNDS TO WHICH SUPPLEMENTAL FRINGE BENEFITS ARE PAYABLE

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

(MATERIAL MEN NOT REQUIRED TO FURNISH THE ABOVE)

TO:

ORIGINAL
CONTRACTOR
OR
REPUTED
CONTRACTOR

Oliver De Silva

P.O. Box 4437

Hayward, Ca. 94540

TO:

CONSTRUCTION
LENDER
OR
REPUTED
CONSTRUCTION
LENDER

Same as Owner

NOTICE

TO CONSTRUCTION LENDER ONLY

ESTIMATED TOTAL PRICE OF THE LABOR, SERVICES, EQUIPMENT OR MATERIALS DESCRIBED HEREON.

we haul by tonnage and
\$ hourly rates as needed

PROOF OF SERVICE AFFIDAVIT

(SECTION 3097.1, CALIFORNIA CIVIL CODE)

I, D.J. Gagliasso, declare that I served copies of the above PRELIMINARY NOTICE (check appropriate box).

(a) ☐ By personally delivering copies to _____ at _____
(name(s) and title(s) of person served) (address)

on _____ 19____, at _____ m.
(date) (time)

(b) ☒ By First Class Certified or Registered Mail service, postage prepaid, addressed to each of the parties at the addresses shown above
on _____ 9-22, 19____ 88

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

Signed at Santa Clara, California, on 9-22, 19 88

[ATTACH RECEIPTS OF CERTIFIED OR REGISTERED MAIL WHEN RETURNED]

REDIFORM
8-85

45449 POLY PAK (50 SETS) 4P449

SIGNATURE OF PERSON MAKING SERVICE

LENDER COPY

CALIFORNIA PRELIMINARY NOTICE

88 29

YOUR ATTENTION IS DIRECTED TO SECTIONS 3097 AND 3111, CALIFORNIA CIVIL CODE WHICH REQUIRES US TO NOTIFY YOU THAT IF BILLS ARE NOT PAID IN FULL FOR LABOR, SERVICES, EQUIPMENT OR MATERIALS FURNISHED, OR TO BE FURNISHED, THE IMPROVED PROPERTY (WHICH IS DESCRIBED HEREON) MAY BE SUBJECT TO MECHANICS' LIENS. (THIS STATEMENT IS APPLICABLE TO PRIVATE WORK ONLY.)

THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

0143

YOU ARE HEREBY NOTIFIED:

DATE 9-22-88

THAT THE UNDERSIGNED HAS FURNISHED OR WILL FURNISH LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING DESCRIPTION:

Charles F. Gagliasso Trucking, Inc,

(NAME)

P.O. Box 4404

(ADDRESS)

Santa Clara

Ca. 95054

(CITY)

(STATE)

(ZIP)

BY:

(SIGNATURE)

Secretary

9-22-88

(TITLE)

(DATE)

Job# 28125

(DESCRIPTION OF MATERIAL)

County of Santa Clara

HWY 237 Proof Fill Project

(ADDRESS OF BUILDING, STRUCTURE, WORK OF IMPROVEMENT)

(CITY)

(STATE)

(ZIP)

THE NAME AND ADDRESS OF THE PERSON WHO CONTRACTED FOR THE PURCHASE OF SUCH LABOR, SERVICE, EQUIPMENT OR MATERIAL

Oliver De Silva

IS

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

County of Santa Clara

TO:

OWNER,
REPUTED OWNER,
OR
PUBLIC AGENCY

70 West Hedding St,

San Jose, Ca. 95110

Oliver De Silva

TO:

ORIGINAL
CONTRACTOR
OR
REPUTED
CONTRACTOR

P.O. Box 4437

Hayward, Ca. 94540

Same as Owner

TO:

CONSTRUCTION
LENDER
OR
REPUTED
CONSTRUCTION
LENDER

TRUST FUNDS TO WHICH SUPPLEMENTAL FRINGE BENEFITS ARE PAYABLE

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

(MATERIAL MEN NOT REQUIRED TO FURNISH THE ABOVE)

NOTICE

TO CONSTRUCTION LENDER ONLY

ESTIMATED TOTAL PRICE OF THE LABOR, SERVICES, EQUIPMENT OR MATERIALS DESCRIBED HEREON.

\$

PROOF OF SERVICE AFFIDAVIT

(SECTION 3097.1, CALIFORNIA CIVIL CODE)

D.J. Gagliasso

I, D.J. Gagliasso, declare that I served copies of the above PRELIMINARY NOTICE (check appropriate box).

(a) ☐ By personally delivering copies to _____ at _____
(name(s) and title(s) of person served) (address)

on _____ 19____, at _____ m.
(date) (time)

(b) ☒ By First Class Certified or Registered Mail service, postage prepaid, addressed to each of the parties at the addresses shown above

on 9-22, 19 88

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

Signed at Santa Clara, California, on 9-22, 19 88

[ATTACH RECEIPTS OF CERTIFIED OR REGISTERED MAIL WHEN RETURNED]

REDIFORM

4S449 POLY PAK (50 SETS) 4P449

SIGNATURE OF PERSON MAKING SERVICE

OWNER COPY

AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "Owner") and OLIVER DE SILVA, INCORPORATED (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 of PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER. PKWAY. & SO. PAC. RAILROAD TRACKS, CONTRACT NO. 88-29, in accordance with the Contract Documents.

SECTION 2 - CONTRACT PRICE

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 Contract Documents, Owner shall pay the amount specified by Contractor in Contractor's Bid Form.

SECTION 3 - CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The Contract Documents are incorporated herein by reference the same as though set out in full.

SECTION 4 - BEGINNING OF WORK

Following the execution of this agreement and the approval of bonds and insurance policies and certificates, Owner shall issue a Notice to Proceed with the work.

SECTION 5 - TIME OF COMPLETION

The first day charged shall be the 20th day following the date of the Notice of Award, and all work shall be fully completed within the time limit set forth in the Notice to Bidders.

SECTION 6 - CONTRACTOR'S LICENSE

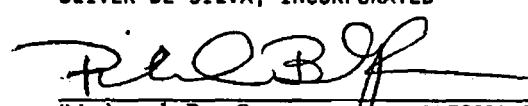
Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the Board whose address is: Contractor's State License Board, 1020 "N" Street, Sacramento, California 95814.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August 2, 1988.

SANTA CLARA COUNTY BOARD OF SUPERVISORS


ZOE LONGREN, Chairperson

OLIVER DE SILVA, INCORPORATED


Richard B. Gates, PRESIDENT
P.O. BOX 4437
HAYWARD, CA 94550
Contractor's License No. 141140A

(Acknowledgement for Contractor's Signature)

ATTEST:
Phyllis A. Perez
Assistant Clerk
of the Board of
Supervisors


DONALD M. RAINS, Clerk
Board of Supervisors

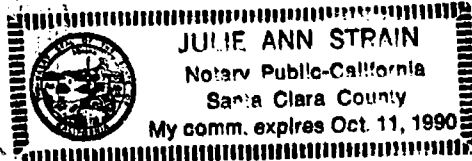
RD OF RCVD
CO OF SUPERVISORS
CO OF SANTA CLARA

88 AUG 23 P 1:13

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }
County of Alameda } SS.



On this the 19th day of August, 1988, before me,

Julie Ann Strain
the undersigned Notary Public, personally appeared

Richard B. Yates

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
President or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Julie Ann Strain
Notary's Signature

**AWARDED CONSTRUCTION CONTRACT
INSURANCE INFORMATION**

1. CONTRACT NUMBER: 88-29
2. CONTRACTOR: OLIVER DE SILVA, INCORPORATED
3. PROJECT NAME: PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER. PKWAY. &
SO. PAC. RAILROAD TRACKS
4. DEPARTMENT: TRANSPORTATION AGENCY
CONTACT & PHONE: LOU THATCHER 299-2591
5. COMPLIANCE: YES MAINT. PERIOD: _____ MAINT. TYPE: _____
6. EFFECTIVE DATE _____ EST COMPL DATE _____ ACCEPT DATE _____
August 29, 1988 70 WORKING DAYS _____
7. INSURANCE AGENT: WINN & COMPANY
ADDRESS: P.O. BOX 220
HOLLISTER, CA 95023

INSURANCE CO.: A. TRANSPORTATION INS (CNA/S.BRUNO)

8. COVERAGE

	POLICY NO.	COVERAGE	EXPIRATION DATE
A.	GL000279514	COMM.GEN/PROD/PERS	04/01/89
B.	GL000279514	AUTOMOBILE LIABILITY	04/01/89
C.	CUP1193818	UMBRELLA	04/01/89
D.	500279517	WORKERS COMPENSATION	04/01/89

9. SURETY: SEABOARD SURETY COMPANY

BOND NO.	COVERAGE	EXPIRATION DATE
16260088	PAYMENT BOND FOR PUBLIC WORKS PERFORMANCE BOND	70 WORKING DAYS Notice of Completion

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to OLIVER DE SILVA, INCORPORATED (hereinafter designated as "Principal") a contract for PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER. PKWAY. & SO. PAC. RAILROAD TRACKS, CONTRACT NO. 88-29; and

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 Seaboard Surety Company as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of SEVEN HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND NO CENTS (\$727777.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, his or its subcontractors, 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 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 the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall, for all purposes, be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of August, 19 88.

Oliver de Silva, Inc. (Seal)

By: [Signature] (Seal)

Richard B. Gates, President (Seal)
(Principal)

Seaboard Surety Company (Seal)

By: [Signature] (Seal)

John W. Davis, Attorney-in-Fact (Seal)
(Surety)

333 Market Street

San Francisco, Ca. 94105

(Address)

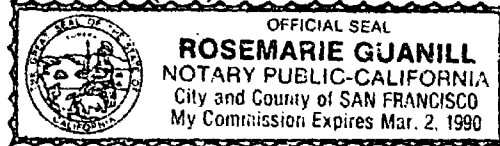
NOTE: Signatures of those executing for Surety must be properly acknowledged.

State of California,

City and County of San Francisco

)
) SS.
)

On this 18th day of August, in the year 1988, before me,
a Notary Public personally appeared John W. Davis
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to this instrument as the Attorney-In-Fact of
Seaboard Surety Company and acknowledge to me that
he (she) subscribed the name of Seaboard Surety Company
thereto as Surety, and his (her) own name as Attorney In Fact.



Rosemarie Guanill
Notary Public

PAYMENT BOND FOR PUBLIC WORKS

Bond Number: 16260088

Premium: included in performance bond

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and OLIVER DE SILVA, INCORPORATED (hereinafter designated as "Principal") have entered into an Agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to construct PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER. PKWAY. & SO. PAC. RAILROAD TRACKS, CONTRACT NO. 88-29, which said Agreement, dated August 2, 1988, 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, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

Seaboard Surety Company
NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Public Entity in the penal sum of SEVEN HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND NO CENTS (\$727777.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall, for all purposes, be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of August, 19 88.

Oliver de Silva, Inc. (Seal)

By: [Signature] (Seal)

Richard B. Gates, President (Seal)
(Principal)

Seaboard Surety Company (Seal)

By: [Signature] (Seal)

John W. Davis, Attorney-in-Fact (Seal)
(Surety)

333 Market St.

San Francisco, Ca. 94105

(Address)

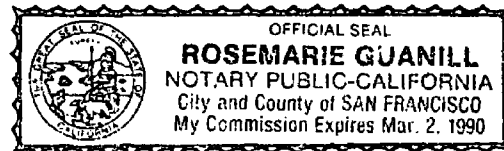
NOTE: Signatures of those executing for Surety must be properly acknowledged.

State of California,

City and County of San Francisco

)
) SS.
)

On this 18th day of August, 1988, before me,
a Notary Public personally appeared John W. Davis
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to this instrument as the Attorney-In-Fact of
Seaboard Surety Company and acknowledge to me that
he (she) subscribed the name of Seaboard Surety Company
thereto as Surety, and his (her) own name as Attorney In Fact.



Rosemarie Guanill
Notary Public

88 AUG 23 P 1:13

RD OF SUPERVISORS
CO OF SANTA CLARA

Certified Copy

No. 10212

SEABOARD SURETY COMPANY

BBB

3777

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint W. F. Ames, Jr. or J. M. Albada or John R. Lamberson or Sheila O'Connor or Rich Wassall or Terry J. Moughan or Cynthia L. Lewis or Jack M. Woodruff, Jr. or Carol Ganapol or John W. Davis or John M. Goodloe or John B. Koster or San Francisco, California or Richard K. Hoffman or Michael McGowan its true and lawful Attorney-in-Fact to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows. Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal, and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto, insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company (a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary, or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature, or (c) by such other officers or representatives as the Board may from time to time determine. The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 20th day of April, 1988.



Attest

(Seal)

Diane M. Karent
Assistant Secretary

SEABOARD SURETY COMPANY

By

Michael B. Keegan
Vice President

STATE OF NEW JERSEY

35

COUNTY OF SOMERSET

On this 20th day of April, 1988, before me personally appeared Michael B. Keegan, a Vice President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey, that he is a Vice President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto as Vice President of said Company by like authority.

(Seal) FELICE M. CATALANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. June 4, 1991

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March, 1970: **RESOLVED:** (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1 with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 18th day of August, 1988.



Elizabeth D. Dulwicz
Assistant Secretary
Form 957 (Rev. 7/84)



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

8-23-88 bd

PRODUCER

WINN & CO. INSURANCE BROKERS
P.O. BOX 220
HOLLISTER, CA 95024-0220

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Transportation Ins (CNA/San Bruno)

COMPANY LETTER **B** Continental Casualty (CNA/S Bruno)

COMPANY LETTER **C** Marine Office of America (S.F.)

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS *		
A	GENERAL LIABILITY	GL000279514	4-1-88	4-1-89	GENERAL AGGREGATE \$ 1000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$ 1000		
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY \$ 1000		
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE \$ 1000		
	<input checked="" type="checkbox"/> XCU				FIRE DAMAGE (ANY ONE FIRE) \$ 50		
					MEDICAL EXPENSE (ANY ONE PERSON) \$ 5		
* Limits at Policy Inception							
A	AUTOMOBILE LIABILITY	GL000279514	4-1-88	4-1-89	combined		
	<input checked="" type="checkbox"/> ANY AUTO				CSL	\$ 1,000	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> GARAGE LIABILITY							
B	EXCESS LIABILITY	CUP1193818	4-1-88	4-1-89		EACH OCCURRENCE \$ 5,000	AGGREGATE \$ 5,000
	<input checked="" type="checkbox"/>						
	OTHER THAN UMBRELLA FORM						
A	WORKERS' COMPENSATION **	500279517	4-1-88	4-1-89	STATUTORY		
	AND	Empl Liab CA, \$1,000,000			\$ See	(EACH ACCIDENT)	
	EMPLOYERS' LIABILITY	Empl Liab Other States, \$100,000			\$ Pol #	(DISEASE-POLICY LIMIT)	
					\$ Column	(DISEASE-EACH EMPLOYEE)	
C	OTHER				Coverage: All Risk		
	Installation Floater IMC740895		4-1-88	4-1-89	\$3,000,000 Limit,		
					\$25,000 Deductible		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

PROJECT: PROOF FILL SOUTH OF RT. 237, BETWEEN GREAT AMERICA PARKWAY & SOUTHERN PACIFIC RAILROAD TRACKS; PROJECT #88-29.

** Includes Broad Form All States Endorsement

CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
COUNTY GOVERNMENT CENTER
EAST WING
70 WEST HEDDING STREET
SAN JOSE, CA 95110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Dorothy Bruce

RCV'D
BD OF SUPERVISORS
CO OF SANTA CLARA

88 AUG 25 A 8:50

WINN & CO.

Endorsement No. 1

THIS ENDORSEMENT FORMS A PART OF POLICY
NUMBER GL000279514 ISSUED BY
Transportation Insurance Co. AND IS
EFFECTIVE 8-02-88 12:01 A.M. STANDARD
TIME.

NAMED INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

ADDITIONAL INSURED ENDORSEMENT

- A. It is hereby understood and agreed that County of Santa Clara, the City of Santa Clara, the Santa Clara County Traffic Authority, their governing boards, directors, officers, agents and employees, are included as additional insureds as respects services of operations under this agreement.
- B. Such insurance as is afforded by the Additional Insured Endorsement shall apply as primary insurance and no insurance of the county of Santa Clara, the City of Santa Clara, Santa Clara County Traffic Authority will be called upon to contribute to a loss.
- C. It is agreed that this insurance applies separately to each insured, except with respect to the limits of liability. It is further agreed that the inclusion of more than one insured shall not act to increase the limits of the company's liability.

PROJECT: Proof fill south of Route 237, between Great America Parkway and Southern Pacific Railroad Tracks; Project #88-29.


AUTHORIZED REPRESENTATIVE

RCV'D
BO OF SUPERVISORS
CO OF SANTA CLARA

88 AUG 25 A 8: 50

WINN & CO.

Endorsement No.

THIS ENDORSEMENT FORMS A PART OF POLICY
NUMBER **IMC740895**
Continental Insurance (MOAC) ISSUED BY
EFFECTIVE **8-02-88** AND IS
TIME **12:01 A.M. STANDARD**

NAMED INSURED
OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

ADDITIONAL INSURED ENDORSEMENT

It is agreed that the County of Santa Clara, Santa Clara Traffic Authority and the City of Santa Clara are included as Additional Insureds as their interests may appear at the time of loss.

Project: Proof fill south of Rt. 237, between Great America Pkwy. and Southern Pacific Railroad tracks; Contract #88-29.


AUTHORIZED REPRESENTATIVE

80-1 SUPERVISORS
CC OF SANTA CLARA

88 AUG 25 A 8:50

WINN & CO.

Endorsement No.

THIS ENDORSEMENT FORMS A PART OF POLICY
NUMBER WC500279517 ISSUED BY
Transportation Ins. (CNA) AND IS
EFFECTIVE 8-02-88 12:01 A.M. STANDARD
TIME.

NAMED INSURED

OLIVER DE SILVA, INC., ET AL
P.O. BOX 4437
HAYWARD, CA 94540

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that such insurance as is afforded by the policy also applies to the County of Santa Clara, Santa Clara Traffic Authority and the City of Santa Clara as Additional Insureds, but only with respect to employees hired by and included on the payroll of the Named Insured performing work for the above Additional Insured.

It is also agreed that any notice to or from the Named Insured for a reduction in or termination of coverage under the policy shall be deemed similar notice to the above Additional Insured.

Project: Proof Fill south of Rt. 237 between Great America Pkwy and Southern Pacific Railroad tracks; Contract #88-29.


AUTHORIZED REPRESENTATIVE

RCV'D
DD OF SUPERVISORS
CC OF SANTA CLARA

88 AUG 25 A 8:50



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

8-23-88 bd

PRODUCER

WINN & CO. INSURANCE BROKERS
P.O. BOX 220
HOLLISTER, CA 95024-0220

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** CONTINENTAL INS. (MOAC)

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				GENERAL AGGREGATE \$	
					PRODUCTS-COMP/OPS AGGREGATE \$	
					PERSONAL & ADVERTISING INJURY \$	
					EACH OCCURRENCE \$	
					FIRE DAMAGE (ANY ONE FIRE) \$	
					MEDICAL EXPENSE (ANY ONE PERSON) \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				CSL \$	
					BODILY INJURY (PER PERSON) \$	
					BODILY INJURY (PER ACCIDENT) \$	
					PROPERTY DAMAGE \$	
	EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$	AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
C	OTHER Contractor Equip Owned/Leased/ Borrowed	IMC747314	4-1-88	4-1-89	All Risk Blanket \$10,000,000. \$10,000 Deductible	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Project: Proof Fill south of Rt. 237 between Great America Pkwy and Southern Pacific Railroad tracks; Contract #88-29.

CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
COUNTY GOVT CNTR--EAST WING
70 W. HEDDING ST.
SAN JOSE, CA 95110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE COMPANY FOR PERSONS OR PROPERTY INJURY.

AUTHORIZED REPRESENTATIVE

Dorothy Bruce

RCV'D
BD OF SUPERVISORS
CG OF SANTA CLARA

88 AUG 25 A 8:50

WINN & CO.

Endorsement No.

THIS ENDORSEMENT FORMS A PART OF POLICY |
NUMBER IMC747314 ISSUED BY
Continental Ins. (MOAC) AND IS
EFFECTIVE 8-02-88 12:01 A.M. STANDARD
TIME.

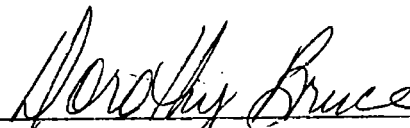
NAMED INSURED

OLIVER DE SILVA, INC.
P.O. BOX 4437
HAYWARD, CA 94540

WAIVER OF SUBROGATION

It is agreed that the above insurer waives subrogation against the Santa Clara County Transit District and the County of Santa Clara for any loss or damage to Insured's equipment.

Project: Proof Fill south of Rt. 237 between Great America Pkwy and Southern Pacific Railroad tracks; Contract #88-29.


AUTHORIZED REPRESENTATIVE

RCVD
BD OF SUPERVISORS
CO OF SANTA CLARA

88 AUG 25 A 8:50

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

August 29, 1988

OLIVER DE SILVA, INCORPORATED
JOSEPH A. BERCH, EXEC. VICE PRESIDENT
P.O. BOX 4437
HAYWARD, CA 94550

Gentlepersons:

SUBJECT: AGREEMENT FOR PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER. PKWAY.
& SO. PAC. RAILROAD TRACKS, 88-29

Please be advised that the preliminary requirements necessary to proceed with the above-captioned Board of Supervisors project are in full compliance with the contract specifications and documents. It should be noted that this letter does not constitute an authorization to proceed, such notice being issued by the TRANSPORTATION AGENCY.

A fully executed copy of the Agreement, relating to this project, is enclosed for your records.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Erline Jones, Deputy Clerk

DMR:ej

Enclosure

cc: TRANSPORTATION AGENCY
LOU THATCHER 299-2591

SECTION 112 - BID PROPOSAL

BID PROPOSAL

FROM: Oliver de Silva, Inc.
P.O. Box 4437
Hayward, CA 94550

PHONE: (415) 783-9220

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

1. Pursuant to and in compliance with the Notice to Bidders and the Contract Documents relating to,

the undersigned bidder, having become thoroughly familiar 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 fully inspected the site in all particulars, 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 the Contract Documents.

Addenda

The bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum No. _____, date _____
Addendum No. _____, date _____
Addendum No. _____, date _____
Addendum No. _____, date _____
Addendum No. _____, date _____
Addendum No. _____, date _____

Failure to acknowledge receipt of all addenda shall cause the bid to be considered non-responsive to the Contract Documents. Acknowledged receipt of each addendum must be clearly established and included with the offer.

BID SCHEDULE

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTAL
1	Office Facilities	LS	2,000.00	2,000.00
2	Clear and Grub	LS	52,365.00	52,365.00
3	Roadway Excavation	13,400 CY	1.35	18,090.00
4	Imported Borrow	122,200 CY	4.00	488,800.00
5	Erosion Control	3.0 ACRES	1,050.00	3,150.00
6	Overside Drain	98 LF	32.00	3,136.00
7	Fence (Type CL-6)	1,820 LF	4.80	8,736.00
8	Chain Link Gates (Type CL-8)	2 EA	750.00	1,500.00
9	Supplemental Work	LS	150,000	150,000

TOTAL BID PRICE

Sum of Bid Items 1 thru 9, inclusive:

Seven hundred Twenty-seven Thousand Seven hundred Seventy Seven Dollars \$ 727,777.00

(Write bid amount in words and figures)

2. It is understood that Owner reserves the right to reject this bid, but that this bid shall remain open and shall 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 list of subcontractors to be employed by the undersigned in the performance of the work.
4. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the agreement contained in the Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Payment Bond for Public Works as specified, and proof of insurance coverage as required in these Special Provisions, all within twenty (20) days after the personal delivery or after deposit in the mail of the notification of acceptance of this bid. 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 at the address set forth below.
6. The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned 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 Owner or anyone interested in the proposed contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business.

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 this 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 in computing the extensions for the totals shown on the bid price schedule, and for purposes of computation of payments for increased or decreased quantities of actual authorized work performed in the completion of the contract. If the proposal contains an arithmetical error in the computation of unit price extensions or in summation of bid item totals, THE OWNER WILL CORRECT AND REVISE THE TOTAL BID PRICE ACCORDINGLY. OWNER WILL NOT MAKE ANY CHANGES IN THE TOTALS SHOWN ON THE BID SCHEDULE FOR "LUMP SUM" OR "FINAL PAY ITEMS".

8. Basis for Award of Contract

Award of this contract shall be made to the bidder quoting the lowest TOTAL BID PRICE (as corrected by OWNER as specified above), provided that the bid is responsive in all respects to these contract documents.

The quantities shown on the bid price schedule are approximate only, being given as a basis for the comparison of bids and the OWNER does not, expressly or by implications, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class portion of work, as may be deemed necessary or advisable by the Engineer.

9. The undersigned certifies that the Contract Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Contract Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference the same as though set out in full all provisions of the Notice to Bidders published by Owner and pertaining to the work described in this bid.

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

The names of all persons as principal interested in the foregoing bid are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full. If a bidder is a joint venture, supply the above information for each joint venture partner. All bidders must hold an active California Contractors license at time of bid deposit.

Oliver de Silva Inc

Richard B. Gates President

Joseph A. Berch Executive Vice President

Frank J. Fries Senior Vice President

Ramses T. Atalla Secretary/Treasurer

Licensed in accordance with an act providing for the registration of Contractors in California, License No. 141140 A

Sign here:

J. A. Berch
Joseph A. Berch
EXEC. VICE PRESIDENT

• 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.

DESIGNATION
OF
"SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT"
SUBCONTRACTORS

Bidder shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the bidder's total Base Bid. A subcontractor is one who: 1) performs work or labor; or 2) provides a service to the bidder; or 3) specially fabricates and installs a portion of the work according to the plans and specifications. This shall be done in compliance with the Government Code of the State of California, Section 4100-4113 and any amendment thereof.

Please note that Section 4100.5, Inapplicability of chapter, states: "With the exclusion of that portion of work covering street lighting and traffic signals, this chapter does not apply to the balance of contracts for the construction, improvement or repair of streets or highways, including bridges."

NAME OF SUBCONTRACTOR	LOCATION	DIVISION OF WORK
CareFree Greens Street City, Zip Telephone	SACRAMENTO	Erosion Control
Vega Fence Street City, Zip Telephone	PLEASANT HILL	Fence
Street City, Zip Telephone		
Street City, Zip Telephone		
Street City, Zip Telephone		
Street City, Zip Telephone		
Street City, Zip Telephone		

By J. C. Berch
Bidders Signature

Bid Form 5

CERTIFICATION OF COMPLIANCE WITH
COUNTY STANDARD SPECIFICATIONS
SECTION 8.01, SUBCONTRACTING

Contractor hereby certifies that its own organization will perform work amounting to not less than 50 percent of its total bid price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. "Its own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, or her with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor. For purposes of this paragraph an assignment of contract work is considered synonymous with a subcontract to perform such work.

Contractor shall list all subcontractors, their area of work and dollar value of the subcontractor's work. "Specialty Item of Work" subcontractors shall be so designated. This form shall be submitted by the first three low bidders to the Transportation Agency no later than 5:00 pm on Monday of the week following bid opening.

NAME OF SUBCONTRACTOR	ITEM OF WORK	SPECIALTY ITEM OF WORK (YES/NO)	DOLLAR VALUE OF WORK
Care Free Greens	Erosion Controls	No	2,400.00
Vega Fence	Fence	No	9,600.00

By

J. A. Berch
Bidder's Signature

Bid Form 6

DESIGNATION OF INSURANCE AGENT OR BROKER

It is proposed that the following insurance agent or broker will provide policies of insurance or insurance certificates as are required by the Contract Documents.

Insurance Agent or Broker Winn + Company

Street P.O. Box 220

City, Zip Hollister CA 95023

Telephone (408) 637-9241

STATEMENT OF BIDDER

Please state whether you, or any officer of yours, or any employee of yours who may have a proprietary interest in your bid, have ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local governmental project because of a violation of law or safety regulation.

YES _____ NO ☒

If your answer is yes, explain the circumstances.

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

Executed at Hayward CA, on July 14, 1988

J.A. Berch
Bidder's Signature

Oliver de Silva, Inc.
Firm's Name

Bid Form 7

FAIR EMPLOYMENT PRACTICES PROVISIONS

In connection with the performance of work under this contract, the contractor agrees as follows:

- (1) The contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, physical handicap, medical condition, or marital status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, religion, ancestry, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices Section.
- (2) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner advising the said labor union or worker's representative of the contractor's commitments under this understanding, a notice to be provided by the Owner advising the said labor union or worker's representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the Owner or any other appropriate agency of the State of California, designated by the Owner for the purposes of investigation to ascertain compliance with the fair employment practices section of the contract.
- (4) A finding of willful violation of the Fair Employment Practices Section of the contract or of the Fair Employment Practices Act shall be regarded by the Owner as a basis for determining the contractor to be not a "responsible bidder" as to future contracts for which such contractor may submit bids, for revoking the contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the contractor.

The Owner shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Bid Form 3a

Upon receipt of such written notice from the Fair Employment Practices Commission, the Owner shall notify the contractor that unless he demonstrates to the satisfaction of the Owner within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

- (5) The contractor agrees that should the Owner determine that the contractor has not complied with the Fair Employment Practices Section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the contractor shall, as a penalty to the Owner, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the contractor. The Owner may deduct any such damages from any monies due the contractor.
- (6) (a) Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
- (b) Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to require or permit the hiring on public works, an employee not permitted by the National Labor Relations Act.
- (7) Prior to award of the contract, the contractor shall certify to the Owner that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the Owner:
 - (a) The contractor shall provide evidence, as required by the Owner, that he provide evidence, as required by the Owner, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (b) The contractor shall provide evidence, as required by the Owner, that he has provide evidence, as required by the Owner, that he has notified all sources of employee referrals, (including unions, employment agencies, advertisements, department of employment) of the content of the anti-discrimination clause.
 - (c) The contractor shall file a basic compliance report, as required by the Owner. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining who to hire, or whether or not to hire.

Bid Form 8b

- (d) Personally, or through his representatives, the contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 - 1. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - 2. Otherwise implement an affirmative anti-discrimination program in terms discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - (e) The contractor shall notify the contracting agency of opposition to the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.
- (8) The contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

Bid Form 3c

SEAL:

(This certification shall be executed by the bidder in accordance with instructions in the Fair Employment Practices requirements. The bidder shall execute the certification at the time of submitting this bid.)

FAIR EMPLOYMENT PRACTICES CERTIFICATION

To the County of Santa Clara

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standard of affirmative compliance with the Fair Employment Practices requirements.

Joseph A. Berch
EXEC. VICE PRESIDENT

J. A. Berch
Signature of Bidder

P.O. Box 4437 Hayward 94540
Business Address

22991 Clawiter Rd Hayward 94545
Place of Residence

Bid Form 8d

BIDDER CERTIFICATION OF COMPLIANCE WITH
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS
AND DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

Bidder hereby certifies understanding of the following County requirements pertaining to utilization of Disadvantaged Business Enterprises (DBEs) on this project and affirms that bidder will comply fully with the stated requirements.

- a. Subcontracts awarded to DBEs and payments made to certified DBE firms for services and purchases pertaining to the project will be counted toward attainment of the DBE goals as stated in the "Notice to Bidders."
- b. In order to be considered a "responsive bidder" eligible for award of the contract, the prime bidder must be the low bidder and reached the dual DBE goal or have demonstrated, in writing, to the satisfaction of the DBE Review Committee, good-faith efforts.


c. DBE Record

The contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the contract, a notarized summary of these records shall be prepared and certified correct by the contractor or his authorized representative, and shall be furnished to the Engineer within 30 days after acceptance.

- d. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for such breach.

Bidder also certifies that he/she will inform, in writing, each subcontractor utilized on the project of his/her Equal Opportunity/Affirmative Action obligations.



Bidder's Signature
July 14, 1988

Date

Bid Form 9

B I D D E R ' S B O N D

KNOW ALL MEN BY THESE PRESENTS:

That we, OLIVER DE SILVA, INC.

as Principal, and SEABOARD SURETY COMPANY

as Surety, are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called County) in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to District for the Work described below, for the payment of which sum in lawful money of the United States, 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 a bid to County for certain construction specifically described as follows, for which bids are to be opened on JULY 14, 1988 has been submitted by Principal to County:

(Copy here the exact description of Work, including location, from bid form.)

TRAFFIC PROOF FILL PROJECT AT STATE ROUTE 237
NO. MSA 309 A

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or if no period be specified, within twenty (20) days after the prescribed forms are presented to him/her for signature, enter into a written contract with County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said bid and the amount for which the County may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the County in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Bidder's Bond 1

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of July, 19 88.

OLIVER DE SILVA, INC. (Seal)

By: J. A. Berch (Seal)

Joseph A. Berch (Seal)
Principal **EXEC. VICE PRESIDENT**

SEABOARD SURETY COMPANY (Seal)

By: J. W. Davis (Seal)

John W. Davis, Attorney in Fact (Seal)
Surety

333 Market Street

San Francisco, CA 94105
Address

NOTE: Signature of those executing for Surety requires a notarized acknowledgement.

Bidder's Bond 2

State of California,

City and County of San Francisco

)
) SS.
)

On this 14th day of July, in the year 1988, before me,
a Notary Public personally appeared John W. Davis
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to this instrument as the Attorney-In-Fact of
SEABOARD SURETY COMPANY and acknowledge to me that
he (she) subscribed the name of SEABOARD SURETY COMPANY
thereto as Surety, and his (her) own name as Attorney In Fact.



Stacey L. White
Notary Public

Certified Copy

No. 10212

SEABOARD SURETY COMPANY

BBB

3675

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint W.F. Ames, Jr. or J.M. Albada or John R. Lamberson or Sheila O'Connor or Rich Wassall or Terry J. Moughan or Cynthia L. Lewis or Jack M. Woodruff, Jr. or Carol Ganapol or John W. Davis or John M. Goodloe or John E. Koster of San Francisco, California or Richard K. Hoffman or Michael McGowan its true and lawful Attorney-in-Fact to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927 with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII. SECTION 1.

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto, insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine. The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 20th day of April 1988.

Attest:

(Seal)

Diana M. Blumenthal
Assistant Secretary

SEABOARD SURETY COMPANY

By

Michael B. Keegan
Vice President

STATE OF NEW JERSEY

ss.

COUNTY OF SOMERSET

On this 20th day of April 1988, before me personally appeared Michael B. Keegan, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey, that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto as Vice-President of said Company by like authority.

FELICE M. CATALANO

(Seal)

NOTARY PUBLIC OF NEW JERSEY

My Commission Exp. June 4, 1991

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970:

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 14th day of July 1988.



Elizabeth Dragiewicz
Assistant Secretary
Form 957 (Rev. 7/84)

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

August 3, 1988

OLIVER DE SILVA, INCORPORATED
JOSEPH A. BERCH, EXEC. VICE PRESIDENT
P.O. BOX 4437
HAYWARD, CA 94550

Gentlepersons:

SUBJECT: AGREEMENT FOR PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER.
PKWAY. & SO. PAC. RAILROAD TRACKS, CONTRACT NO. 88-29

The Board of Supervisors, at its regularly scheduled meeting on August 2, 1988, accepted your bid and authorized the Chairperson to execute the above-mentioned agreement with OLIVER DE SILVA, INCORPORATED. Enclosed please find the original and a copy of said Agreement. Please have both agreements executed and notarized before a Notary Public, prior to returning them to this office. Also enclosed you will find one copy of your Bid Form. This copy is for your information and files.

We have written to your insurance agent as designated on your Bid Form, regarding the required bonds and insurance certificates. A copy of this letter is enclosed for your information.

After the Agreements, bonds and insurance are in order, a fully executed copy of the Agreement will be returned to you for your records.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK


Erlene Jones, Deputy Clerk

DMR:ej

Enclosures

cc: TRANSPORTATION AGENCY
LOU THATCHER 299-2591

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO. 88-29
CHANGE ORDER NO. NONE.

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

DATE: August 3, 1988

The following agreement was awarded by the Board of Supervisors at a meeting held on August 2, 1988, Item No. 7.

PROJECT TO BE CHARGED: PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER.
PKWAY. & SO. PAC. RAILROAD TRACKS.

FOR THE AMOUNT OF \$727777.00

CONTRACTOR: OLIVER DE SILVA, INCORPORATED.

COMPLETION DATE: 70 WORKING DAYS.

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)

By:


Erlene Jones, Deputy Clerk

CC -- CONTROLLER
CC -- FILE
CC -- ORIGINATING DEPARTMENT

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P. O. Box 603
San Francisco, California 94101

FROM: AWARDING AGENCY

EXTRACT OF
PUBLIC WORKS CONTRACT AWARD

820041000
COUNTY OF SANTA CLARA
OFFICE OF THE BOARD OF SUPERVISORS
COUNTY GOVERNMENT CENTER, 10th FLR. E. WING
70 WEST HEDDING STREET
SAN JOSE, CALIFORNIA 95110

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SEC. 1777.5 HAS BEEN AWARDED TO:

2. Name of General Contractor OLIVER DE SILVA, INCORPORATED		3. Contractor's License Number 141140A	
4. Mail Address (Street # or P.O. Box) P.O. BOX 4437		5. City HAYWARD, CA 94550	
		6. Zip Code	7. Telephone Number 415-783-9220
8. Address or Location of Public Works Site PROOF FILL SO. OF RT. 237 BETWEEN GR. AMER. PKWAY. & SO. PAC. RAILROAD TRACKS			
9. Contract or Project Number 88-29		10. Dollar Amount of Contract Award \$727777.00	
11. Starting Date 20 Days After Notice of Award	12. Completion Date 70 WORKING DAYS	13. Number of Days 70 WORKING DAYS	
14. Type of Construction CLEAR/GRUB/ROAD EXCAVATION, INSTALL FENCE/GATE		15. New or Alterations? ALTERATION	
16. Classification or Type of Workman HEAVY EQUIP. OPERATOR, LABORER			
17. Is language included in the Contract Award to effectuate the provisions of Section 1777.5 as required by the Labor Code? Yes Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code? Yes			
18. Signature <i>Erline Jones</i>		19. Title Deputy Clerk	20. Date August 3, 1988
21. Printed or Typed Name Erline Jones		22. Telephone Number (408) 299-4321	
23. Department to Contact TRANSPORTATION AGENCY - LOU THATCHER 299-2591		24. Telephone Number ()	

7

TRANSPORTATION AGENCY
COUNTY OF SANTA CLARA

REPORT ON BIDS

To: TRANSIT DISTRICT BOARD

COUNTY BOARD -TA

Board Approval

Bid Opening Date: JULY 14th, 88 Number of bidders 6

Agenda Date: AUG. 2nd, 88

A. PROJECT INFORMATION:

PROJECT: MEASURE "A" PROOF FILL PROJECT AT ROUTE 237 / GREAT AMBAKA PARKWAY.
P.E. CIOARETTI / BASMA

Project Scope: CONSTRUCTION OF AN EMBANKMENT FILL, AN ACCESS TELEPHONE: 299-71932
RAMP, REMOVING AND INSTALLING FENCES AND GATES, CONSTRUCTING
AN OVERSIDE DRAIN, AND PROVIDING EROSION AND DUST CONTROL.
Engineers Estimate: \$ 1,450,000.00 DBE GOALS 8%
Reasonable Price: \$ 1,595,000.00

B. SUMMARY OF BIDS RECEIVED:

Number of Bids Received: 6

Low Bid: \$ 727,777.00

By Oliver De Silva, Inc.

High Bid: \$ 1,363,210.00

C. LOWEST RESPONSIBLE BIDDER (other than the low bidder)

2nd Low Bid \$ 855,436.00

By KAISCH CONSTRUCTION CO.

D. SIGNIFICANT VARIANCE

☐ No

☒ Yes (see attached report)

☐ Lowest responsible bid higher than the reasonable bid amount.

☒ Engr's estimate more than 25% above the lowest responsible bid.

☐ Engr's estimate more than 10% above highest bid received.

Actual DBE

☒ 34.6 %

☐ Good Faith

Actual DBE

☐ N/A

☒ 38.4 %
OK for bid
for bid
for bid

☐ Good Faith

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY AUG 2 1988

DONALD M. RAINS, Clerk of the Board

By Edmund J. J. J. Deputy Clerk

ORIGINAL

AUG - 2 1988

To: TRANSIT DISTRICT BOARD

COUNTY BOARD -TA

Board Approval

Agenda Date: 8/2/88

E. BID IRREGULARITY

☒ No

☐ Yes (see attached report)

F. AWARD OF CONTRACT

☒ Recommend award to 1st low bidder Oliver De Silva, Inc. For: \$ 727,777⁰⁰
and ratification of addenda # — (attached).

☐ Postpone award for — weeks

Pending —

☐ Reject all bids: Readvertise today
with a bid opening on —

☐ Reject all bids: Plans and Specifications
will be modified and the project readvertised.

G. AGENCY APPROVAL

Approved

Basma (for Ted Cidetti)

Project Manager

Senior

R. C. Manager

Deputy Director

Agency Director

Date

7/28/88

7/28/88

7/28/88

7/28/88

7/28/88

7/28/88

H. SUBJECT TO APPROVAL BY OUTSIDE AGENCY

SEE ATTACHED LETTER FROM SANTA
CLARA COUNTY TRAFFIC AUTHORITY.

Attachments:



**SANTA CLARA COUNTY
TRAFFIC AUTHORITY**

Zoe Lafgren
Chairperson

Jim Beall
Vice Chairperson

David Moyles

Tom McEnery

Brian O'Toole

Will Kempton, Executive Director

cc: Ted Cicoletti

July 19, 1988

Mr. James Reading
Santa Clara County
Transportation Agency
1555 Berger Drive, Room 207
San Jose, CA 95112

SUBJECT: MEASURE "A" PROOF FILL PROJECT AT ROUTE 237/GREAT
AMERICA PARKWAY - LOW BID ANALYSIS

Jim
Dear Mr. Reading:

The bid opening on the proof fill project was held July 14, 1988. The low bid by Oliver De Silva, Inc. is \$727,777. This is 50% of the engineer's estimate of \$1,457,000. All six bids received are less than the engineer's estimate. After careful review, we believe that the bid is justifiable and not unbalanced. Accordingly, we recommend acceptance of the bid.

The primary factor causing the difference between the low bid and the engineer's estimate is the item for 122,200 cubic yards (CY) of imported borrow. The low bid is at \$4.00/CY for a total of \$488,800. The engineer's estimate is at \$10/CY for a total of \$1,222,000. The \$733,200 difference primarily explains the discrepancy between the estimate and the bid.

De Silva's bid for the remaining items appears reasonable. Those items are a relatively minor part of the project.

Our engineer's estimate for imported borrow includes the cost of purchasing or excavating the material, hauling it a distance of approximately 12 miles, and placing and compacting it in the embankment.

The Traffic Authority staff requested that De Silva verify its unit price for imported borrow, based on the proposed source of the material and the actual haul distance.

Mr. James Reading
July 19, 1988
Page 2

According to Dave Rompel of De Silva, all the material to be used on this project will come from the Curtner Products pit on Scott Creek Road above Milpitas. This pit is owned by De Silva, and Mr. Rompel indicated that it was the closest commercial source that meets the specifications. The haul distance is approximately 8 miles.

Based on these considerations, the Traffic Authority requests that the contract be awarded to the low bidder so that work may proceed as soon as possible.

Sincerely,

WILL KEMPTON
Executive Director

by

Robert K. McCleary
Robert K. McCleary
Deputy Director

RKM/BEH/jlh

cc: Ted Cicoletti
Ron Hearne

memorandum



MB for

TO	SCOTTY BRUCE, Deputy Director	FROM	TED CIOLETTI, Proj. Mgr.
	Design and Construction		S.C.C.T.A./Design & Const.
SUBJECT	Santa Clara County Measure "A" Proof Fill Project - Post Bid Analysis		DATE
			July 22, 1988

There were discrepancies between the engineer's estimate and bids received on the Measure "A" Proof Fill Project. A post bid analysis was done, and the result shows that there are no irregularities in the bids received.

The bids received are as follows:

Oliver de Silva, Inc.	\$ 727,777.00
Raisch Construction Co.	\$ 855,436.00
Grade-Way Construction	\$ 916,376.00
Galeb Paving, Inc.	\$ 951,644.50
Fisk, Firenze & McLean, Inc.	\$ 999,936.00
Covey Trucking Co.	\$1,353,210.00
Engineer's Estimate	\$1,450,000.00

The primary factor causing the difference between the bids received and the engineer's estimate is the item for 122,200 cubic yards imported borrow. The low bid (from Oliver de Silva, Inc.) is at \$4.00 per cubic yard for a total of \$488,800 and the engineer's estimate is at \$10.00 per cubic yard for a total of \$1,222,000. The difference of \$733,200 primarily explains the discrepancy between the engineer's estimate and the bid. The other bid items which form a relatively minor part of the project appear reasonable.

The engineer's estimate (provided to the county by the Santa Clara County Traffic Authority) for imported borrow includes the cost of purchasing or excavating the material, hauling it a distance of approximately 12 miles, and placing and compacting it in the embankment. However, Oliver de Silva, Inc. will get all the imported borrow from their pit, Curtner Products Pit on Scott Creek Road above Milpitas. This pit is only eight (8) miles away from the job site and provides imported borrow to de Silva at low costs, thus accounting for the difference between their bid and the engineer's estimate.

TAC:MB:fl




July 14, 1988

To: Clerk of the Board of Supervisors
Subject: Bid Opening July 14, 1988
S.C.C. Traffic Authority Measure
"A" Proof Fill Project.

The Engineer's Estimate for subject project
is \$ 1,450,000.⁰⁰.

In accordance with the contract documents, the
reasonable bid amount is \$ 1,595,000.⁰⁰.
This amount is 10% above the Engineer's Estimate.

The reasonable bid amount is to be announced at
the time of the bid opening after the Engineer's
Estimate is read and before the bids are opened.


JAMES E. READING
Director

County of Santa Clara

California

JULY 14, 1988



SANTA CLARA COUNTY TRAFFIC AUTHORITY MEASURE "A" PROOF FILL PROJECT

RAISCH CONSTRUCTION

855,481

GRADEWAY CONSTRUCTION

916,376

OLIVER DE SILVA, INC.

* 727,777

GALEB PAVING, INC.

951,645

STEVENS CREEK QUARRY, INC.

FERMA CORPORATION

WATTIS CONSTRUCTION CO.

COLLISHAW CONSTRUCTION

COVEY TRUCKING CO.

1,363,210

O. C. JONES & SONS

O'GRADY PAVING, INC.

KARLESKINT-CRUM

GRANITE CONSTRUCTION CO.

AMBO ENGINEERING

FISK-FIRENZE-MC LEAN, INC.

999,936

ENGINEER'S ESTIMATE

Ted Cicoletti 299-7932

\$ 1,450,000

1,595,000

Reasonable Bid

ORIGINAL

SAN JOSE POST-RECORD

76 West St. John Street
San Jose, California 95113
Telephone (408) 287-4866
...Since 1910...

RCV'D
BD OF SUPERVISORS
CO OF SANTA CLARA

88 JUN 30 P 1:05

Santa Clara Co. Bd. of Sups.
70 W Hedding St. 10th Floor
San Jose
CA 95110

Proof of Publication

(2015.5 C.C.P.)

State of California)
County of Santa Clara) ss

TRAFFIC PROOF FILL PROJECT

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the **SAN JOSE POST - RECORD**, a newspaper published in the English language in the City of San Jose, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of Santa Clara, State of California, under date of February 3, 1922, Case No. 27,844. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/22/88 06/29/88

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

EXECUTED ON : 06/29/88
AT LOS ANGELES, CALIFORNIA

Signature

SECTION 100 -
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California in the Office of the Clerk of the Board of Supervisors, County Government Center, 10th Floor, East Wing, 70 West Hedding Street, San Jose, California 95110, up to 2:00 p.m. o'clock, July 14, 1988 for the Santa Clara County Traffic Proof Fill Project at State Route 237, at which time bids will be publicly opened and read at the time and place as stated above, by the Clerk of the Board of Supervisors.

The work consists of clearing and grubbing, roadway excavation, constructing an embankment fill, overside drain, wire mesh fence, installing a gate in an existing fence, and placing erosion protection.

Wage Rates

Workers employed in the work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Director of the California Department of Industrial Relations, which rates are filed in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested parties on request. Pursuant to Section 1770 of the Labor Code, the County of Santa Clara has ascertained the general prevailing wage rates in the County in which the work is to be done as set forth in Section 109 of these Special Provisions.

AA/EEO

The County of Santa Clara and the Santa Clara County Transit District are an Equal Employment Opportunity employer. Contractors shall comply with the Equal Employment Opportunity/Affirmative Action requirements as set forth in the Special Provisions.

DBE

The Santa Clara County and the Transit District Board of Supervisors have adopted a comprehensive Policy on Utilization of Disadvantaged Business Enterprises (DBEs). This Policy requires that

disadvantaged firms, as defined under 49 CFR 23 be provided the maximum practicable opportunity to participate in all contracts for construction, services, and purchase of supplies and equipment issued by Santa Clara County and the County Transit District.

This project has a DBE contract goal of 8 percent participation by Disadvantaged Business Enterprises.

Substitution of Securities

In accordance with Government Code Section 4590, the Contractor may substitute securities for any money withheld under Section 9.07 "Progress Payments" of the County Standard Specifications. At Contractor's request and expense, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Bid Submittal
Executed Payment Bond, Performance Bond, Agreement and Certificate of Insurance are required to be filed and approved by the Board of Supervisors prior to the issuance of the Notice to Proceed. The Payment Bond and Performance Bond shall both be for 100% of the value of the Total Bid Price.

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 the checks or bond shall be made payable to the order of the County of Santa Clara.

All bids must be addressed to the Chairperson of the County of Santa Clara/Santa Clara County Transit District, and shall bear the title or name of the work to be constructed.

All bids shall be submitted on the forms furnished herewith or copies thereof.

A report of the names of all bidders and the amounts of each will be made by the Clerk of the Board of Supervisors at a regular meeting of the Board of Supervisors. The date of the regular meeting will be announced at the bid opening.

This contract is subject to approval by the Santa Clara County Board of Supervisors prior to award. The Board of Supervisors of the Santa Clara County reserves the right to reject any and all bids or to waive any errors or discrepancies.

Time of Completion
The time limit for the completion of work is 70 working days commencing on

the 20th day following Notice of Award by the County of Santa Clara. The scope of work, completion time, and the amount of liquidated damages are set forth in Special Provisions Section 104.

Plans

Project plans and bidding documents may be acquired at Room 204, Building 2, 1555 Berger Drive (County Service Center) San Jose, California 95112, upon payment of \$100.00 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 bids, the full amount of the deposit will be returned. In the case where the planholder submits a bid to the Clerk of the Board of Supervisors, the full amount of the deposit will be returned if the project plans are returned in good condition within ten (10) days after the date set for the opening of bids.

Pre-Bid Conference Opening

A Pre-Bid Opening Conference will be held on July 5th, at 2 pm, in conference room number B100 of the Santa Clara County Transportation Agency, 1555 Berger Drive, Building #2, San Jose, California 95112. Representatives of the Transportation Agency will be present to discuss:

- Requirements regarding the participation of disadvantaged businesses.
- Affirmative Action/Equal Employment Opportunity Requirements, and
- Coordination of work to be performed.

This meeting is to inform bidders and potential subcontractors of subcontracting and material supply opportunities. Bidders attendance at this meeting may be one consideration of the reasonable good-faith efforts, set forth in Section 102-1.05 Award of Contract, made to obtain small business participation goals.

Bidders should have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Contract Documents and local conditions affecting the performance and costs of the work prior to this conference.

By order of the County of Santa Clara, State of California, on June 14, 1988.

DONALD M. RAINS.
Clerk of the Board of Supervisors
(SJP090398)
Jun 22, 29

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

June 16, 1988

San Jose Post Record
76 W. St. John Street
San Jose, CA 95113

Dear Gentilepersons:

SUBJECT: PUBLICATION OF ENCLOSED NOTICE TO BIDDERS
REPRINTS: NONE

Attention Legal Department

Please publish the enclosed Notice to Bidders on Wednesday, June 22
and Wednesday, June 29, 1988.

The enclosed relates to Proof Fill south of Route 237 between Great
America Parkway and Southern Pacific Railroad Tracks.

Please send THREE copies of the Bill and TWO Affidavits of
Publication to this office, attention Sheri Atencio, immediately following
publication.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Erline Jones
Deputy Clerk

DMR:ej

Enclosure

cc: Lou Thatcher, TA-Construction Operations

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Traffic Proof Fill Project at State Route 237.

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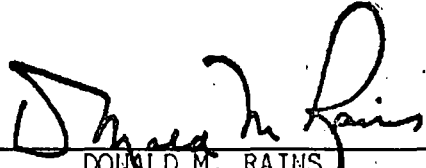
- Requirements regarding the participation of disadvantaged businesses,
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Bidders should have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Contract Documents and local conditions affecting the performance and costs of the work prior to this conference.

By order of the County of Santa Clara, State of California, on

June 14, 1988


DONALD M. RAINS
Clerk of the Board of Supervisors

County of Santa Clara
California

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY
DONALD M. RAINS, Clerk of the Board.

By Edna Jones Deputy Clerk

Transportation Agency
1555 Berger Drive
San Jose, California 95112

TRANSMITTAL MEMORANDUM

Prepared by CICOLETTI
Reviewed by CARDWELL
Submitted by BRUCE
APPROVED: DIRECTOR gk

Page 1 of 2

S.D. 4

DATE: May 26, 1988

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date June 14, 1988 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: SCOTTY A. BRUCE, Deputy Director
Design and Construction

SUBJECT: SANTA CLARA COUNTY TRAFFIC AUTHORITY MEASURE "A"
PROJECT. THE CONSTRUCTION OF A PROOF FILL SOUTH
OF ROUTE 237 BETWEEN GREAT AMERICA PARKWAY AND
THE SOUTHERN PACIFIC RAILROAD TRACKS.

RECOMMENDED ACTION:

Approve the subject contract documents for advertisement and set Bid
Opening date for Thursday July 14, 1988.

FISCAL IMPLICATIONS:

This project is fully funded by the Santa Clara County Traffic
Authority (Measure "A") under a cooperative agreement between the County
and the Traffic Authority. The County has agreed to be the Administrative
Agency for the project and will be reimbursed by the Traffic Authority for
any monies spent. The Santa Clara County Traffic Authority funds will be
deposited in Budget Line Item 0079-6412-9899 and 0023-6412-9899.

This project has no fiscal implications to the County.

REASONS FOR RECOMMENDATION (Background):

Upon the passing of Measure "A" by the Santa Clara County voters in
November, 1984, the Santa Clara County Traffic Authority was formed to
impose a half percent sales tax and use the generated funds for up to 10
years to finance highway improvements in Santa Clara County.

Highway 237, which is one of the high priority routes, is proposed to
be upgraded to a freeway under Measure "A". A proof fill needs to be
constructed along the new route to determine the settlement (soil) problems
that might occur if the freeway is built on fill. This project, which was
designed by a Traffic Authority Consultant, consists of the construction of
an embankment (proof fill) approximately 35 feet high with a base of about
300 feet by 400 feet. The fill will then be monitored and settlements
measured in order to make conclusions on the feasibility of using fill.

ORIGINAL

JUN 4 1988

DATE: June 14, 1988

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 14, 1988

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT:

SANTA CLARA COUNTY TRAFFIC AUTHORITY MEASURE "A"
PROJECT. THE CONSTRUCTION OF A PROOF FILL SOUTH
OF ROUTE 237 BETWEEN GREAT AMERICA PARKWAY AND
THE SOUTHERN PACIFIC RAILROAD TRACKS.

REASONS FOR RECOMMENDATION (Background) Continued:

The County, under a cooperative agreement with the Traffic Authority, has agreed to advertise and administer the proof fill construction contract, as well as inspect, survey and perform compaction testing.

The settlement will be monitored by a Traffic Authority consultant, and the Traffic Authority will also provide both Environmental and Right-of-Way clearances.

The anticipated schedule for this contract is:

County Authorization to Advertise	June 14, 1988
Open Bids	July 14, 1988
Award Contract	August 2, 1988
Notice to Proceed	August 19, 1988
Begin Work	August 29, 1988
Complete Work	November 10, 1988

STEPS FOLLOWING APPROVAL:

1. Advertise for bids June 14, 1988
2. Deposit: \$100.00
3. Date of Completion: November 10, 1988
4. Recommend Bid Opening Date: July 14, 1988
5. Award contract subject to Board of Supervisor's approval.
6. Administer contract to final completion.

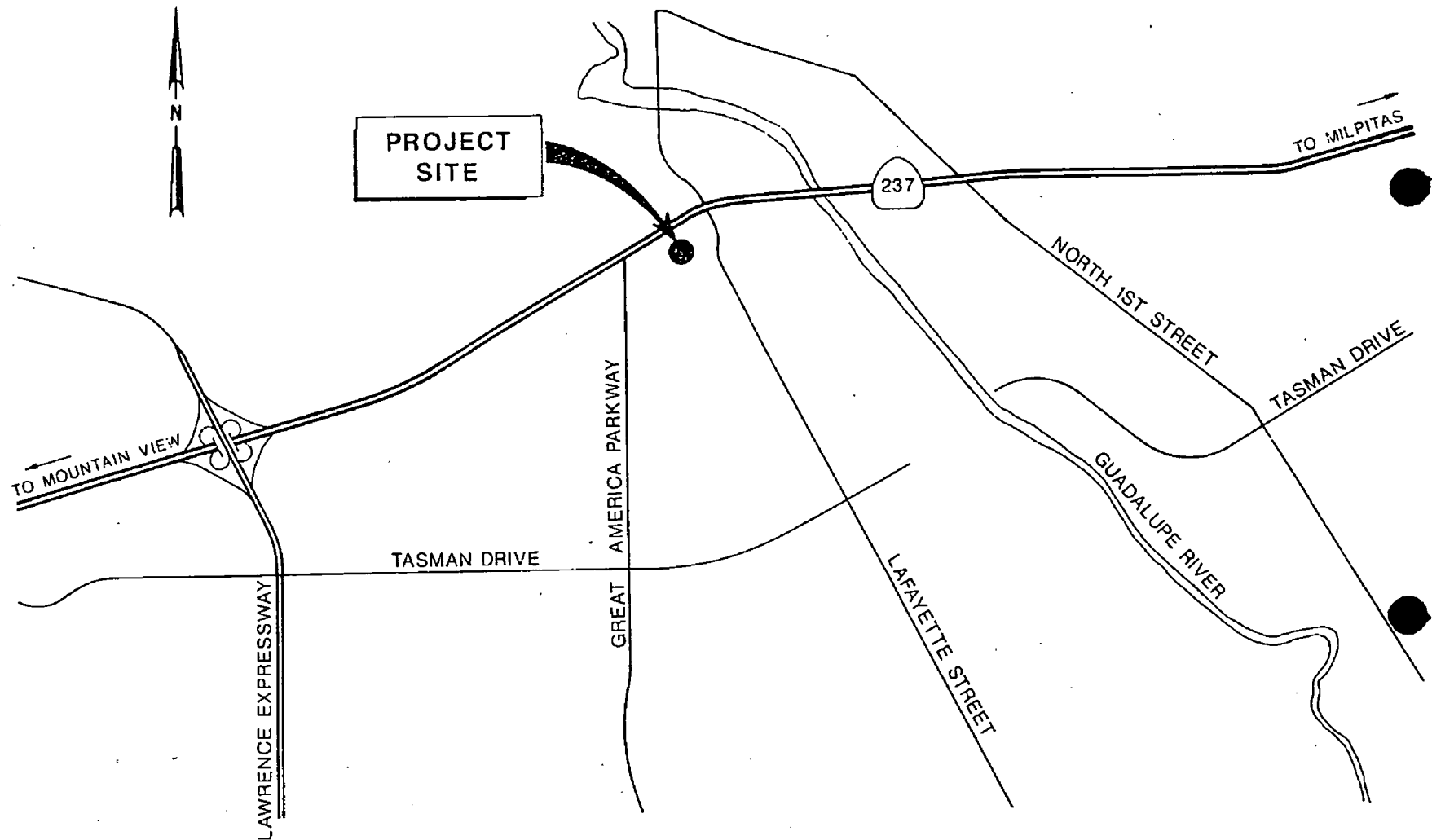
SAB:TAC:MB:pm

Attachments

cc: SAB, EAF, TR, JLC, AKC, TAC, PG JDM
Robert K. McCleary, SCC Traffic Authority
Sho Yoshida, City of Santa Clara
Tom Bertken, Bechtel
Bruce McClish, CH2M Hill



SANTA CLARA COUNTY TRAFFIC AUTHORITY MEASURE "A" PROOF FILL PROJECT



LOCATION MAP