

SANTA CLARA COUNTY BOARD OF SUPERVISORS
PROCESSING RECORD - CONSTRUCTION AGREEMENTS

CODE. L&B

Job Description

CODE. Road No.

2676

Road Name

Lawrence Expressway

Job Description

Landscaping at El Camino
Real & Misc Planting

Bid Opening Date

July 21, 1975

Time

2:00 P.M.

Job No.

75-9

Contract Date

7/28/75

FOLLOWING APPROVAL OF PLANS AND SPECS, PREPARE NOTICE TO BIDDERS--4 copies:

- ☒ 1 - Publish. (See instruction book)
- ☒ 1 - Public Works.
- ☒ 1 - Our File.
- ☒ 1 - Agenda material file for meeting following bid opening.
- ☒ Prepare strips for Bid Opening Schedule and Meeting Date.
- ☒ Prepare legal publication card.
- ☒ Make folder label. Follow sample exactly. See Code above.
- ☒ Make shoulder label indicating bid opening date; place at left of identifying label.

If all blocks are checked to this point, this folder is ready for the pending Bid Opening file.

AFTER AWARD OF CONTRACT:

- ☒ Send Award Notice to Dept. of Industrial Relations.
- ☒ Prepare 5 copies of Agreement. Attach xerox copy of winning bid to each Agreement.
- ☒ Mail Orig. & 1 copy of Agmt. with award form letter to successful contractor for signature.
- ☒ Prepare form letter to Insurance Agent.
- ☒ a. Attach 2 copies of Labor & Materialman's Bond form.
- ☒ b. Attach 2 copies of Faithful Performance Bond form.
- ☒ c. Enclose spec. book.
- ☒ Prepare Controller's Form (10AU-50). Keep green copy. Hold remaining copies until Agmt. is returned, signed, and notarized and all bond and insurance requirements are met.
- ☒ Make shoulder label showing successful contractor; place at right of identifying label.
- ☒ Agreement returned signed by contractor.
- ☒ Notarial acknowledgement of contractor's signature.
- ☒ Labor & Materialman's Bond is adequate.
- ☒ Faithful Performance Bond is adequate.
- ☒ P.L. insurance certificates are received.
- ☒ P.D. insurance certificates are received.
- ☒ County named "Additional Insured".
- ☒ "30-day" written cancellation clause included.
- ☒ Primary coverage endorsement received.
- ☒ Workmen's Comp. Insurance Certificate received.
- ☒ City endorsement received for Santa Clara/Sunnyvale
- ☒ Advise Public Works by phone of contract compliance. Date 9/7/75 Heather
- ☒ Send to Public Works - List of sub-contractors/Sched. of Operations.

If all blocks are checked to this point:

- ☒ Seal Original Agmt. & Contractor's copy.
- ☒ Chairman signed Original Agmt. & Contractor's copy.
- ☒ Clerk signed Original & Contractor's copy.
- ☒ Send Form 10-AU-50 to Dept. of Finance w/copy of contract.
- ☒ Send Compliance Letter w/contract to successful bidder.
- ☒ Record Bonds & Insurance in Rolodex Files.

Distribution of Agreement Copies

- ☒ 1 - File (Original)
- ☒ 1 - Contractor
- ☒ 1 - Public Works
- ☒ 1 - Finance (with 10AU50)
- ☒ 1 - Architect (for L&B only)

Special Instructions:

5295948

5295948

C 044 PAGE 279

C 044 PAGE 279
FILED FOR RECORD
AT REQUEST OFRECORDER'S MEMO
FAINT WRITING OR TYPING
OR CARBON COPIES MAKES
POOR PHOTOGRAPHIC RECORDBd of Supervisors
MAY 28 12 37 PM '76

DH

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A MANN
REGISTRAR 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 the provisions of Section 1193.1 of the Code of Civil Procedure, that work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as Owner therein, and

Collishaw Corporation

as Contractor therein, bearing the date July 28, 1975

for construction of Lawrence Expressway at El Camino Real, Stevens Creek

and East Duane Avenue (Landscaping), Contract No. 75-9

and appurtenant facilities upon lands of said County known as Lawrence Expressway

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

MAR 24 1976

day of

Upon said contract, Gulf Insurance Co.

was surety on the bond given by

said Collishaw Corporation

, 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 the MAR 24 1976 day

of _____, authorizing and directing the execution of this instrument, the said County has caused these presents to be executed in its name, authenticated by the signature of the Chairman of the said Board of Supervisors this

day of

MAY 24 1976

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

SS

DAN MC CORQUODALE

BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA

Chairman of said Board

being duly sworn, says:

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

Subscribed and sworn to before me

this 24 day of May 1976

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



NANCY LYNN CORDA
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My commission expires Nov. 11, 1979

Chairman of said Board

5311 REV 12/75

CONTRACT NUMBER 75-9

COUNTY OF SANTA CLARA
TRANSPORTATION AGENCY

PAGE NO. 1 OF 3

B19

WORK ORDER NO. 872602

CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 6--FINAL

PAYMENT PERIOD ENDING....JUN 28, 1976

DATE OF PAYMENT....JUN 28, 1976

CONTRACT DESCRIPTION.....LANDSCAPING LAWRENCE EXPWY. AT EL CAMINO STEVENS CREEK AT DUANE AVE.

CONTRACTOR.....COLLISHAW CORPORATION

ADDRESS.....1515 WALSH AVE. SANTA CLARA, CA. 95050

BUDGET ACCOUNT NUMBER.....130-2893-003-CC4-872602

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 3

NOTICE TO PROCEED DATE...AUG 14, 1975 FIRST WORKING DAY...AUG 25, 1975 EXTENDED DATE FOR COMPLETION...MAY 24, 1976

ORIGINAL TIME AUTHORIZED..... 80 WORKING DAYS ORIGINAL BID AMOUNT..... \$43,950.00

CURRENT AUTHORIZED TIME.....123 WORKING DAYS CURRENT AUTHORIZED AMOUNT.... \$36,039.37

TOTAL TIME ELAPSED TO DATE IS 123 WORKING DAYS AMOUNT OF WORK ACCOMPLISHED IS \$36,039.37

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 100.0 PERCENT PERCENTAGE OF WORK ACCOMPLISHED IS 100.0

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$36,039.37 PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 100.0

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF AUTHORIZED WORK ACCOMPLISHED TO DATE IS..... \$36,039.37

LESS NORMAL 10 PERCENT RETENTION
OR RETENTION AS DIRECTED BY ENGINEER..... \$0.00

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$34,237.40

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$1,801.97

APPROVED BY

DEPUTY DIRECTOR FOR ROADS OPERATIONS

DEPUTY DIRECTOR FOR ADMINISTRATION

DIRECTOR
OR
ASSISTANT DIRECTOR

active contract

COUNTY OF SANTA CLARA, CALIFORNIA
TRANSPORTATION AGENCY

SD No. 3

Sheet 1 of 1

Change Order No. 1-Final

Date of Contract July 28, 1975

Contract No. 75-9

Original Bid \$43,950.00

Original Allowed Time 80 WD

Project: Lawrence Expwy. at El Camino Real, Stevens Creek & East Duane Ave.
(Landscaping)

Contractor: Collishaw Corporation Address: 1515 Walsh Ave., Santa Clara
95050

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

INCREASE IN CONTRACT ITEMS OF WORK:

None

0

DECREASE IN CONTRACT ITEMS OF WORK:

Item 4	Supplemental Work	Lump Sum @	Lump Sum	\$7,910.63
TOTAL DECREASE				\$7,910.63

Net ~~(Addition)~~ (Deduction) due to this Change Order - - - - - \$ 7,910.63

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: () Not Changed, (X) Increased by 43 days, () Decreased by days.

Accepted By: *[Signature]* Date: 5/17/76
Contractor

APPROVAL RECOMMENDED

[Signature]

Deputy Director, Roads Operations

[Signature]

Director, Transportation Agency

APPROVED

[Signature]
County Executive

Date MAY 18 1976

[Signature]
Chairman - Board of Supervisors

Date: MAY 24 1976

() Bd. Files () Contractor (2) () Construction Div. (2) () Controller () Inspector () Arch/Engr. () Bus. Mgr.

CC: Collishaw, Corp. Transportation, Finance

No. 3

Job No. 75-2

Change Order No. 1-final

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE 5/25/76

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

_____ May 24, 1976

Project to be charged See Attached

For the amount of \$ Net Deduction \$7,910.63

Collishaw Corporation, 1515 Welsh Ave., Santa
Contractor Clara, CA 95050

Completion Date See Agreement

Budget Item _____ (for Controller's use)

Clerk of the Board

WHITE ---- CONTROLLER
CANARY -- FILE
PINK ---- PUBLIC WORKS
GOLD, ROD PUBLIC WORKS



TRANSMITTAL MEMORANDUM

S.D. 3

Page 1 of 1

DATE: May 10, 1976

FOR: BOARD OF SUPERVISORS AGENDA OF May 24, 1976

FROM: SHIELDS, ROADS OPERATIONS, TRANSPORTATION AGENCY

TITLE: LAWRENCE EXPRESSWAY @ EL CAMINO REAL, STEVENS CREEK & E. DUANE AVE.
(LANDSCAPING), Contract No. 75-9
Contractor: Collishaw Corporation
Change Order No. 1-Final

DESCRIPTION:

The decrease in Contract Item of Work 4, which is the Supplemental Work Item on subject Project, represents the difference from the originally approved quantity to the quantity expended to complete this Project in the field.

The Project has been completed in the field, and Final Inspection has been held. The maintenance period has expired. It is recommended that the Project be accepted as constructed and the Notice of Completion filed.

It is recommended a 43-day time extension be allowed due to coordination between agencies and extension of guarantees during the construction and maintenance period.

RMS:el
Attachments

TRANSMITTED FOR AGENDA OF

5/24/76

COUNTY EXECUTIVE OFFICE

APPROVED: JAMES POOT

HOWARD CAMPEN

AGENDA DATA: DATE: _____
ITEM NO: _____

BOARD ACTION: _____

MAY 24

FORM ORDER NO. 872602

CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 3--INTERIM

PAYMENT PERIOD ENDING...MAY 24, 1976

DATE OF PAYMENT...MAY 24, 1976

CONTRACT DESCRIPTION.....LANDSCAPING LAWRENCE EXPWY. AT EL CAMINO STEVENS CREEK AT DUANE AVE.

CONTRACTOR.....COLLISHAW CORPORATION

ADDRESS.....1515 WALSH AVE. SANTA CLARA, CA. 95050

BUDGET ACCOUNT NUMBER.....130-2803-003-CC4-872602

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 3

NOTICE TO PROCEED DATE...AUG 14, 1975 FIRST WORKING DAY...AUG 25, 1975 EXTENDED DATE FOR COMPLETION...MAY 24, 1976

ORIGINAL TIME AUTHORIZED..... 90 WORKING DAYS

ORIGINAL BID AMOUNT..... \$43,950.00

CURRENT AUTHORIZED TIME.....123 WORKING DAYS

CURRENT AUTHORIZED AMOUNT..... \$36,039.37

TOTAL TIME ELAPSED TO DATE IS 123 WORKING DAYS

AMOUNT OF WORK ACCOMPLISHED IS \$36,039.37

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 100.0 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 100.0

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$36,039.37

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 100.0

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF AUTHORIZED WORK ACCOMPLISHED TO DATE IS..... \$36,039.37

LESS NORMAL 10 PERCENT RETENTION

OR RETENTION AS DIRECTED BY ENGINEER..... \$1,801.97

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$33,539.47

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$697.93

APPROVED BY

DEPUTY DIRECTOR FOR ROADS OPERATIONS

DEPUTY DIRECTOR FOR ADMINISTRATION

DIRECTOR
OR
ASSISTANT DIRECTOR

CONTRACT NUMBER 7402

COUNTY OF SANTA CLARA

PAGE NO. 1 OF 4

WORK ORDER NO. P72602

TRANSPORTATION AGENCY

CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 4-MONTHLY

PAYMENT PERIOD ENDING....APR 13, 1976

DATE OF PAYMENT....APR 23, 1976

CONTRACT DESCRIPTION.....LANDSCAPING LAWRENCE EXPWY. AT EL CAMINO STEVENS CREEK AT DUANE AVE.

CONTRACTOR.....COLLISMAN CORPORATION

ADDRESS.....1515 WALSH AVE. SANTA CLARA, CA. 95050

BUDGET ACCOUNT NUMBER.....150-2892-003-CC4-872602

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 3

NOTICE TO PROCEED DATE...AUG 14, 1975 FIRST WORKING DAY...AUG 25, 1975 EXTENDED DATE FOR COMPLETION...MAR 15, 1976

ORIGINAL TIME AUTHORIZED..... 30 WORKING DAYS

ORIGINAL BID AMOUNT..... \$43,950.00

CURRENT AUTHORIZED TIME..... 30 WORKING DAYS

CURRENT AUTHORIZED AMOUNT..... \$43,950.00

TOTAL TIME ELAPSED TO DATE IS 128 WORKING DAYS

AMOUNT OF WORK ACCOMPLISHED IS \$55,513.92

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 153.7 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 31.5

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$55,513.92

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 31.4

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF AUTHORIZED WORK ACCOMPLISHED TO DATE IS..... \$35,813.92

LESS NORMAL 10 PERCENT RETENTION
OR RETENTION AS DIRECTED BY ENGINEER..... \$2,274.45

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$32,846.86

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$692.61

APPROVED BY

DEPUTY DIRECTOR FOR ROADS OPERATIONS

DEPUTY DIRECTOR FOR ADMINISTRATION

DIRECTOR

OR

ASSISTANT DIRECTOR

CONTRACT NUMBER 75-9

COUNTY OF SANTA CLARA
TRANSPORTATION AGENCY

PAGE 00. 1 OF 4

WORK ORDER NO. 872602

CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 3--MONTHLY

PAYMENT PERIOD ENDING....JAN 25, 1976

DATE OF PAYMENT....JAN 26, 1976

CONTRACT DESCRIPTION.....LANDSCAPING LAWRENCE EXPIRY. AT EL CAMINO STEVENS CREEK AT DUANE AVE.

CONTRACTOR.....COLLISHAW CORPORATION

ADDRESS.....1515 WALSH AVE. SANTA CLARA, CA. 95050

BUDGET ACCOUNT NUMBER..... 130-2893-003-CC4-872602

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 3

NOTICE TO PROCEED DATE...AUG 14, 1975 FIRST WORKING DAY...AUG 25, 1975 EXTENDED DATE FOR COMPLETION...APR 9, 1976

ORIGINAL TIME AUTHORIZED..... 80 WORKING DAYS ORIGINAL BID AMOUNT..... \$43,950.00

CURRENT AUTHORIZED TIME..... 80 WORKING DAYS CURRENT AUTHORIZED AMOUNT.... \$43,950.00

TOTAL TIME ELAPSED TO DATE IS 65 WORKING DAYS AMOUNT OF WORK ACCOMPLISHED IS \$35,044.36

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 81.2 PERCENT PERCENTAGE OF WORK ACCOMPLISHED IS 79.7

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$35,044.36 PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 79.7

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF AUTHORIZED WORK ACCOMPLISHED TO DATE IS..... \$35,044.36

LESS NORMAL 10 PERCENT RETENTION
OR RETENTION AS DIRECTED BY ENGINEER..... \$2,197.50

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$12,347.42

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$20,499.44

APPROVED BY

DEPUTY DIRECTOR FOR ROADS OPERATIONS

DEPUTY DIRECTOR FOR ADMINISTRATION

DIRECTOR
OR

ASSISTANT DIRECTOR

CONTRACT NUMBER 75-9

WORK ORDER NO. 872602

COUNTY OF SANTA CLARA
TRANSPORTATION AGENCY
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 4

PAYMENT NO. 2--MONTHLY

PAYMENT PERIOD ENDING...NOV 2, 1975

DATE OF PAYMENT...NOV 4, 1975

CONTRACT DESCRIPTION.....LANDSCAPING LAWRENCE EXPWY. AT EL CAMINO STEVENS CREEK AT DUANE AVE.

CONTRACTOR.....COLLISHAW CORPORATION

ADDRESS.....1515 WALSH AVE. SANTA CLARA, CA. 95050

BUDGET ACCOUNT NUMBER.....130-2893-003-CC4-872602

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 3

NOTICE TO PROCEED DATE...AUG 14, 1975 FIRST WORKING DAY...AUG 25, 1975 EXTENDED DATE FOR COMPLETION...FEB 10, 1976

ORIGINAL TIME AUTHORIZED..... 80 WORKING DAYS

ORIGINAL BID AMOUNT..... \$43,950.00

CURRENT AUTHORIZED TIME..... 80 WORKING DAYS

CURRENT AUTHORIZED AMOUNT.... \$43,950.00

TOTAL TIME ELAPSED TO DATE IS 15 WORKING DAYS

AMOUNT OF WORK ACCOMPLISHED IS \$13,719.36

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 18.7 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 31.2

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$13,719.36

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 31.2

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF AUTHORIZED WORK ACCOMPLISHED TO DATE IS..... \$13,719.36

LESS NORMAL 10 PERCENT RETENTION
OR RETENTION AS DIRECTED BY ENGINEER..... \$1,371.94

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$1,660.50

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$10,686.92

APPROVED BY

DEPUTY DIRECTOR FOR ROADS OPERATIONS

DEPUTY DIRECTOR FOR ADMINISTRATION

DIRECTOR
OR

ASSISTANT DIRECTOR

CONTRACT NUMBER 75-9

COUNTY OF SANTA CLARA

PAGE NO. 1 OF 4

WORK ORDER NO. 872602

TRANSPORTATION AGENCY
CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 1--MONTHLY

PAYMENT PERIOD ENDING....OCT 5, 1975

DATE OF PAYMENT....OCT 7, 1975

CONTRACT DESCRIPTION.....LANDSCAPING LAWRENCE EXPWY. AT EL CAMINO STEVENS CREEK AT DUANE AVE.

CONTRACTOR.....COLLISHAW CORPORATION

ADDRESS.....1515 WALSH AVE. SANTA CLARA, CA. 95050

BUDGET ACCOUNT NUMBER.....190-2893-003-CC4-872602

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 3

NOTICE TO PROCEED DATE...AUG 14, 1975 FIRST WORKING DAY...AUG 25, 1975 EXTENDED DATE FOR COMPLETION...JAN 20, 1976

ORIGINAL TIME AUTHORIZED..... 80 WORKING DAYS ORIGINAL BID AMOUNT..... \$43,950.00

CURRENT AUTHORIZED TIME..... 80 WORKING DAYS CURRENT AUTHORIZED AMOUNT.... \$43,950.00

TOTAL TIME ELAPSED TO DATE IS 10 WORKING DAYS AMOUNT OF WORK ACCOMPLISHED IS \$1,845.00

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 12.5 PERCENT PERCENTAGE OF WORK ACCOMPLISHED IS 4.2

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$1,845.00 PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 4.1

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF AUTHORIZED WORK ACCOMPLISHED TO DATE IS..... \$1,845.00

LESS NORMAL 10 PERCENT RETENTION
OR RETENTION AS DIRECTED BY ENGINEER..... \$184.50

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$0.00

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$1,660.50

APPROVED BY

DEPUTY DIRECTOR FOR ROADS OPERATIONS

DEPUTY DIRECTOR FOR ADMINISTRATION

DIRECTOR
OR

ASSISTANT DIRECTOR

August 7, 1975

Jack Collishaw
Collishaw Corporation
1515 Walsh Avenue
Santa Clara, California 95050

Subject: Contract #75-9, Landscaping of Lawrence Expressway at
El Camino Real Interchange and Miscellaneous Planting

Dear Mr. Collishaw:

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

It should be noted that this letter does not constitute an authorization to proceed, such notice being issued by the Transportation Agency.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: _____

Deputy Clerk

DMR/dgh

cc: Transportation Agency

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

ss.



OFFICIAL SEAL
PATRICIA K. DE LUNA
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN THE
COUNTY OF SANTA CLARA

My Commission Expires May 30, 1977

On this1..... day ofAUGUST..... in the year one thousand nine hundred and75....., before me,PATRICIA K. DELUNA..... a Notary Public, State of California, duly commissioned and sworn, personally appearedRAY H. COLLISHAW..... known to me to be thePRESIDENT..... of the corporation described in and that executed the within instrument, and also known to me to be the person..... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SANTA CLARA..... the day and year in this certificate first above written.

Patricia K. De Luna
Notary Public, State of California

AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "owner") and COLLISHAW CORPORATION (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 Landscaping of Lawrence Expressway at El Camino Real Interchange and Miscellaneous Planting between Stevens Creek Blvd. and East Duane Avenue 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 work called for herein shall be commenced within ten (10) days of the Notice to Proceed issued by Owner and shall be fully completed within the time limit set forth in the Notice to Bidders.

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

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: Contractors' State License Board, 1020 "N" Street, Sacramento, California 95814.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 28th day of JULY, 1975.

ATTEST:

Sharon M. R...
Clerk of the Board of Supervisors

COUNTY OF SANTA CLARA

[Signature]
Chairman of the Board of Supervisors

COLLISHAW CORPORATION
Contractor

By

Title

1515 Walsh Avenue

Santa Clara, California 95050
(Business Address)

2 7 4 6 7 1

(Contractor's License No.)

(Acknowledgement for Contractor's Signature)

July 28, 1975

Jack Collishaw
Collishaw Corporation
1515 Walsh Avenue
Santa Clara, California 95050

Subject: Contract #75-9, Landscaping of Lawrence Expressway at
El Camino Real Interchange and Miscellaneous Planting

Dear Mr. Collishaw:

Enclosed is the captioned Agreement. Please execute the original and all copies in the presence of a Notary Public and return them to this office.

We have written to your Insurance Agent as designated on your bid 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

By _____
Deputy Clerk

DMR/dgh

Enclosure

cc: Transportation Agency

July 28, 1975

Dorsey, Hazeltine & Wynne
P. O. Box 218
Palo Alto, California

Subject: Contract #75-9, Landscaping of Lawrence Expressway at
El Camino Real Interchange and Miscellaneous Planting
Collishaw Corporation, Contractor

Gentlemen:

The Board of Supervisors at its meeting of this date awarded the subject project to the low bidder as shown above.

The Contractor has designated your firm as his Insurance Agent or Broker, and we are enclosing a copy of the job specifications for your use in determining the amounts and types of insurance required. All insurance certificates must include an endorsement naming the County of Santa Clara as "Additional Insured", a 30-day cancellation clause in lieu of the standard 10-day cancellation clause, and insurance certificates should certify that minimum insurance coverages as required by the specifications are in effect. Also required are performance and labor and materialmen's bonds to the full amount of the contract. Partially completed forms are attached for your use.

Please transmit all bonds and insurance certificates to this office at the address shown above within the next ten days.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: _____
Deputy Clerk

DMR/dgh
Enclosures

cc: Contractor
Transportation Agency

No. _____

Job No. 75-9

Change Order No. _____

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE July 28, 1975

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

_____ July 28, 1975

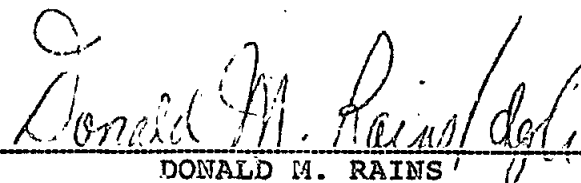
Project to be charged Landscaping of Lawrence Expressway at El
Camino Real Interchange and Miscellaneous Planting

For the amount of \$ 43,950.00

Collishaw Corporation
Contractor 1515 Walsh Avenue, Santa Clara 95050

Completion Date 60 Working Days

Budget Item _____ (for Controller's use)



DONALD M. RAINS
Clerk of the Board

dgh

WHITE ---- CONTROLLER
CANARY -- FILE
PINK / / / PUBLIC WORKS
GOLD / / / PUBLIC WORKS

M-2
7-28-75

2ND
ISSUE

B I D F O R M

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

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the landscaping of Lawrence Expressway at El Camino Real interchange and miscellaneous planting.

including Addenda Nos. _____, _____, _____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and the costs of the Work at the place where the Work is to be done and having 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.

Total bid:

Sum of bid items 1 thru 4, inclusive:

Forty three thousand nine hundred Dollars \$ 43,950⁰⁰
(Write bid in words and figures) fifty

Basis for award of contract

County will award the contract to the responsible bidder submitting the lowest total bid, and the contract shall be for that amount.

APR 23 1974

Bid Form - 1

Collishaw Corp.

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

BASE BID SCHEDULE

Item	Approximate Quantity	Item with Unit Price Written in Words	Unit Price	Total
1	L/S	Soil preparation at El Camino Real-Lawrence Expressway interchange <i>Twelve Thousand one hundred Dollars</i>		<i>12,100⁰⁰</i>
2	L/S	Tree, shrub and ground cover planting <i>Eighteen Thousand four hundred Fifty Dollars</i>		<i>18,450⁰⁰</i>
3	L/S	Maintenance period (60 calendar days) <i>Thirty four hundred Dollars</i>		<i>3,400⁰⁰</i> <i>3,200⁰⁰</i>
4	L/S	Estimated amount of supplemental work involved in the project to be paid in accordance with provisions of Section 35.15 of the Special Provisions.	\$10,000	\$10,000.00

TOTAL, Bid Items 1 thru 4, Inc. 43,950⁰⁰

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 complete and entire 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 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 the General Conditions, all within twenty (20) days after personal delivery or after deposit in the mails 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 or indirectly 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.

APR 23 1974

Bid Form 2

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

8. 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 and Information for Bidders published by Owner and pertaining to the Work described in this bid.

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

The names of all persons interested in the foregoing bid as principals 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.

COLLISHAW CORPORATION

RAY H. COLLISHAW PRESIDENT

DALR T. COTE SECRETARY

Licensed in accordance with an act providing for the registration of Contractors, License No. 274671

COLLISHAW CORP

Sign here:

Jack Collishaw

Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation;

if bidder is a co-partnership, the name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above.

Business Address 1515 WALSH AVE. SANTA CLARA

Place of Residence 18090 DAVES AVE. MONTE SERENO

Date 7-24-75

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4113 of the Government Code of the State of California, and any amendments thereof, and, if applicable, with the requirements of County relating to projects for the construction, improvement or repair of streets or highways, including bridges, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work, and each subcontractor who, under subcontract, will specially fabricate and install a position of the work or improvement according to detailed drawings contained in the plans and specifications, for such work to be performed under the Contract Documents to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor and for each subcontract in excess of one-half of one percent of the undersigned's total aggregate bid. If applicable, traffic signal equipment suppliers shall be listed at time of bidding.

The apparent low bidder shall communicate with Road Operations of the Transportation Agency on the day following the opening of the bids, with a certification that the General Contractor will do 50% of the total work (except exempt specialty items) and declare the approximate dollar value of all subcontractors' work. (Based on bid prices.)

On Federally funded projects, if any subcontractor or person is listed on the "U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions," the Subcontractor or person shall not be allowed to work on the project, and substitution may be made with approval of Owner.

NAME OF SUBCONTRACTOR	LOCATION	DIVISION OF WORK
<i>none</i>	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	

By

Jack Collier
Bidder's Signature

August 1, 1974

DESIGNATION OF SUBCONTRACTORS

NAME OF SUBCONTRACTOR	LOCATION	DIVISION OF WORK
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	

By *Jack Colahan*
 Bidder's Signature

APR 23 1974

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 General Conditions:

DORSEY HAZELTINE &
WYNNE
Insurance Agent or Broker

Street P.O. Box 218

City, Zip PALO ALTO

Telephone 327-5331

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 you answer is yes, explain the circumstances:

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

Executed at 12:00, on JULY 29, 1975

Jack Collishaw

(This certification shall be executed by the bidder in accordance with instructions in the Fair Employment Practices requirements of the General Conditions. The bidder shall execute the certification at the time of submitting his 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 standards of affirmative compliance with the Fair Employment Practices requirements of the General Conditions.

LANDSCAPING LAWRENCE EXPRESSWAY @

EL CAMINO REAL INTERCHANGE & MISC PLANTING

COLLISAW CORPORATION
Jack Collisaw

Signature of Bidder

1515 WALSH AVE SANTA CLARA
Business Address

18090 DAVES AVE MONTE SERENO
Place of Residence

Bid Form 8

APR 23 1974

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For all Construction Contracts to be Awarded in Santa Clara County, California.*

Part I: The provisions of this Part I apply to bidders, contractors and subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with a labor organization or organizations and who together with such labor organizations have agreed to the Santa Clara County Area Construction Program for equal opportunity (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority manpower utilization) between (names of parties, e.g. Building and Construction Trades Council, General and Specialty Contractors Associations, representatives of the minority community), together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of which documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Santa Clara Plan.

*In all contracts which are non Federally-assisted, the Owner's Contract Compliance Office and Officer shall replace the Office of Federal Contract Compliance and the Director of the Office of Federal Contract Compliance.

Any bidder, contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Santa Clara Plan as to trade "A", provided there is set forth in the Santa Clara Plan a specific commitment by that union to a goal of minority manpower utilization for such trade "A", thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade "B" in the instance in which it is not included in the Santa Clara Plan and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this invitation, a bidder or subcontractor must execute the certification required by Part III hereof.

Part II: A. Coverage. The provisions of this Part II shall be applicable to those bidders, contractors and subcontractors, who, in regard to those construction trades to be utilized on the project to which these bid conditions pertain:

1. Are not or hereafter cease to be signatories to the _____
Santa Clara Plan referred to in Part I hereof;

Bid Form 10

APR 23 1974

2. Are signatories to the Santa Clara Plan but are not parties to collective bargaining agreements;

3. Are signatories to the Santa Clara Plan but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to the Santa Clara Plan;

4. Are signatories to the Santa Clara Plan but as to which no specific commitment to goals of minority manpower utilization by labor organization have been executed pursuant to the Santa Clara Plan; or

5. Are no longer participating in an affirmative action plan acceptable to the Director, OFCC, including the Santa Clara Plan.

B. Requirement -- An Affirmative Action Plan: The bidders, contractors and subcontractors described in paragraphs 1 through 5 above will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority manpower utilization^{1/}, and specific affirmative action steps set forth in Section B: 1 and 2

^{1/} "Minority" is defined as including Negroes, Spanish Surnamed Americans, Orientals and American Indians; and includes both men and women.

Bid Form 11

APR 23 1974

of this Part II directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B. 3 of this Part II.

1. Goals and Timetables. The goals of minority manpower utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof which will be used on the project in Santa Clara County

(hereinafter referred to as the Santa Clara County area):

	Goals of Minority Manpower Utilization Expressed in Percentage Terms.
Until <u>10/31/71</u> until <u>10/31/72</u>	<u>9.9 - 12.6</u>
From <u>11/1/72</u> to <u>10/31/73</u>	<u>12.6 - 15.3</u>
From <u>11/1/73</u> to <u>10/31/74</u>	<u>15.3 - 18.0</u>
From <u>11/1/74</u> to <u>10/31/75</u>	<u>18.0 - 21.7</u>

In the event that under a contract which is subject to these Bid Conditions any work is performed in a year later than the latest year for which acceptable goals of minority manpower utilization have been determined herein, the goals for 1975 shall be applicable to such work.

Bid Form 12

APR 23 1974

The percentage goals of minority manpower utilization above are expressed in terms of manhours of training and employment as a proportion of the total manhours to be worked by the bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both federal and non-federal) in the Santa Clara County Area during the performance of its contract or subcontract. The manhours for minority work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority manpower utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. Provided, however, and pursuant to the requirements of Department of Labor regulations, 29 CFR 5a, apprentices or trainees shall be employed on all projects subject to the requirements of these Bid Conditions and, where feasible, 25 percent of apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

In order that the nonworking training hours of trainees may be counted in meeting the goal, such trainees must be employed by the

contractor during the training period, the contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the Santa Clara Plan with respect to the nature, extent and duration of training offered.

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the Santa Clara County area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found to be in noncompliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority manpower utilization on all of its projects in the Santa Clara County area

In all cases, the compliance of a bidder, contractor or subcontractor will be determined in accordance with its respective obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All bidders and all contractors and subcontractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

2. Specific Affirmative Action Steps. Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following steps:

a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' response.

b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was

not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefor.

c. The contractor shall promptly notify the Owner when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers

g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

i. The contractor shall validate all man specifications, selection requirements, tests, etc.

j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated.

o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

3. Contractors and Subcontractors Deemed to be Bound by Part II. In the event a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Santa Clara Plan, he shall be deemed to be committed to Part II of these Bid Conditions, he shall be considered to be committed to the minority manpower utilization percentage goal of the minimum range for that trade for the appropriate year.

4. Subsequent Signatory to the Santa Clara Plan. Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of the submission of his bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the Santa Clara Plan, either individually or through an association, may meet its requirements under these Bid Conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing himself to

Part I of these Bid Conditions. No contractor or subcontractor shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

5. Non-discrimination. In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

Part III, Certifications

A. Bidders' Certifications. A bidder will not be eligible for award of a contract under this invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS' CERTIFICATION

Collishaw Corporation certifies that:
(Bidder)

1. it intends to use the following listed construction trades in the work under the contract LABORERS, OPERATORS

; and

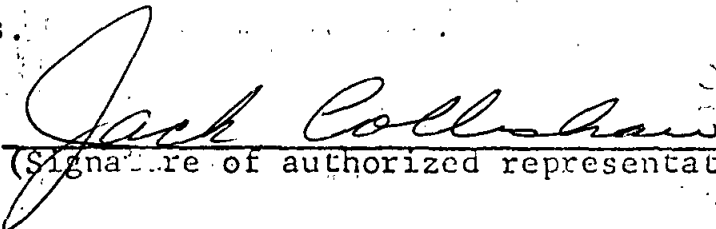
2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Santa Clara Plan, it will comply with the Santa Clara Plan on all construction work (both federal and non-federal) in the Santa Clara County area within the scope of coverage of that Plan, those trades being: _____

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the Santa Clara County area subject to these Bid Conditions, those trades being: LABORERS

OPERATORS; and

3. it will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.


(Signature of authorized representative of bidder)

B. Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract;

SUBCONTRACTORS' CERTIFICATION

_____ certifies that;
(Subcontractor)

1. it intends to use the following listed construction trades in the work under the subcontract _____

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Santa Clara Plan, it will comply with the Santa Clara Plan on all construction work (both federal and non-federal) in the Santa Clara County area subject to these Bid Conditions, those trades being _____

_____; and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopt the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the Santa Clara County area subject to these Bid Conditions, those trades being: _____

_____ ; and

3. it will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

(Signature of authorized representative of subcontractor)

In order to ensure that the said subcontractors' certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of Owner has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

C. Materiality and Responsiveness: The certification required to be made by the bidder pursuant to these Bid Conditions is material, and will govern the bidders' performance on the project and will be made a part of his bid. Failure to submit the certification will render the bid nonresponsive.

Part IV: Compliance and Enforcement. Contractors are responsible for informing their subcontractor (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, of September 24, 1965, with a contractor debarred from, or who is determined not to be a "responsible" bidder for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency, the contracting agency or the Office of Federal Contract Compliance pursuant to the Executive Order. Any bidder, or contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with Executive Order 11246, as amended, and the Equal Opportunity Clause of its contract, with respect to matters not covered in the Santa Clara Plan or in Part II of these Bid Conditions.

Violation of any substantial requirement in the Santa Clara Plan by a contractor or subcontractor covered by Part I of these Bid Conditions including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goals of minority manpower utilization, or of the requirements of Part II hereof by a contractor or subcontractor who is covered by Part II shall be deemed to be noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided at Section 209(a) of Executive Order 11246, as amended.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the Santa Clara Plan no longer represents effective affirmative action, it shall so notify the Office of Federal Contract Compliance which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor or subcontractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the agency will consider each contractor's or subcontractor's minority manpower utilization and will not take into consideration the minority manpower utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met

the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the Federal procurement regulations.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.

The procedures set forth in these conditions shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance, U. S. Department of Labor, Washington, D. C.

20210, and shall be forwarded through and with the endorsement of the agency head.

Contractors and subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Office of Federal Contract Compliance.

For the information of bidders, a copy of the Santa Clara Plan may be obtained from the contracting officer.

STATE OF CALIFORNIA

County of Santa Clara

} ss.

On this 24th day of July, in the year 1975

_____, before me, Laura A. Skinner, a Notary Public in and for said state, personally appeared Albert S. Dorsey, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Gulf Insurance Company, and acknowledged to me that he subscribed the name of the Gulf Insurance Company, thereto and his own name as Attorney-in-Fact.



OFFICIAL SEAL
LAURA A. SKINNER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
My Comm. Exp. April 25, 1979

My Commission Expires

1S906 7-73 (CALIFORNIA)

Laura A. Skinner
Notary Public in and for said State

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 24th day of July, 1975.

COLLISHAW CORPORATION

(Seal)

BY: Jack Collishaw

(Seal)

(Seal)

Principal

GILE INSURANCE COMPANY

(Seal)

Albert S. Dorsey

(Seal)

Albert S. Dorsey, Attorney-in-Fact

(Seal)

Surety

433 California Street

San Francisco, California

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

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

KNOW ALL MEN BY THESE PRESENTS:

That we, COLLISHAW CORPORATION

as Principal, and GULF INSURANCE 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 County 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 24th, 1975

19 75, has been submitted by Principal to County:

(Copy here the exact description of Work, including location, from bid form.) LANDSCAPING OF LAWRENCE EXPRESSWAY AT EL CAMINO REAL AND MISCELLANEOUS PLANTING

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 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.

#2 7/28/75

County of Santa Clara

California

Transportation Agency
1555 Berger Drive
San Jose, California 95112

JULY 24, 1975



LANDSCAPING OF LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANGE
AND MISCELLANEOUS PLANTING BETWEEN STEVENS CREEK BLVD. AND
EAST DUANE AVENUE.

(2ND. ISSUE)

✓ B & B LANDSCAPE CONTRS.

\$ 55,401.00

✓ COLLISHAW CORP.

\$ 43,950.00

✓ WATKIN & BORTOLUSSI, INC.

\$ 50,786.00

VIC SOTTO

✓ VALLEY CREST LANDSCAPE, INC.

\$ 49,989.00

✓ ROBERT QUATMAN, INC.

\$ 53,656.00

✓ FRANK CLAWSON

\$ 54,152.00

✓ HERZER LANDSCAPING

\$ 48,797.00

ECONOMY GARDEN SUPPLY, INC.

ENGINEER'S ESTIMATE

\$ 40,000.00

7/28/75
mf

EXTRACT OF PUBLIC WORKS CONTRACT AWARD

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

DAS USE ONLY	
P/W # _____	
Log date _____	N/C <input type="checkbox"/>

FROM: AWARDING AGENCY

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
Room 524, 70 W. Hedding Street
San Jose, California 95110

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

Name of General Contractor COLLISHAW CORPORATION			Contractor's License Number 274671	
Mail address (Street No. or P. O. Box) 1515 Walsh Avenue		City Santa Clara	Zip code 95050	Telephone
Address or location of Public Works Site (include city and/or county) Lawrence Expressway at El Camino Real				
Contract or Project Number 75-9		Dollar amount of contract award \$43,950.00		
Date of Award: 7/28/75	Completion date		Number of working days 80 Working Days	
Type of construction (Highway, school, hospital, etc.) Landscaping			New construction <input type="checkbox"/> Alterations <input type="checkbox"/>	

Is language included in the Contract Award to effectuate the provisions of Section 1777.5, as required by the Labor Code?

☒ Yes ☐ No

Is this the first Extract of Public Works Contract Award you have sent to the Division of Apprenticeship Standards?

☐ Yes ☒ No

Signed by *Doug Horn* Title Deputy Clerk Date 7/28/75

Note: Submittal of this Extract satisfies the following requirement of Labor Code Section 3098, Chapter 4, Division 3:

"An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards."

For further information, telephone 415-557-2950 (Public Works Contract Coordinator)
455 Golden Gate Avenue, San Francisco, Room 3236

(SECOND ISSUE)

NOTICE TO BIDDERS

M-2

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, County Administration Building, Room 524, 70 West Hedding Street, San Jose, California 95110 up to 2:00 p.m. o'clock July 24, 1975, for landscaping of Lawrence Expressway at El Camino Real interchange and miscellaneous planting in the County of Santa Clara, State of California, in accordance with plans and specifications on file for the work in the Office of the Clerk of the Board of Supervisors.

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

"Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Board of Supervisors of the County of Santa Clara, 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."

The County of Santa Clara is an equal opportunity employer and all contractors of County projects are urged to follow a policy of affirmative action in regard to the requirements of Executive Order 11246, as well as the regulations of the Fair Employment Practice Commission of the State of California.

A payment bond is required to be filed and approved by the Board of Supervisors before entering upon the performance of the work.

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

The Board of Supervisors reserves the right to reject any and all bids or to waive any errors or discrepancies.

Time limit for the completion of the work is 0 allowance days plus 80 working days. Liquidated damages shall be assessed for each calendar day the work remains incomplete beyond the time fixed above for completion in the amount specified in Section 34 (Beginning of Work, Time of Completion and Liquidated Damages).

Notice to Bidders

JUL 28 1975

NOTICE TO BIDDERS (continued)

Plans and specifications may be secured from the Transportation Agency, 1555 Berger Drive, San Jose, California 95112, upon the payment of \$ 5.00 per set as a deposit. If these documents are returned in good condition within ten (10) days after the date set for the opening of the bids, the full amount of the deposit will be returned with the bid submitted to the Clerk of the Board of Supervisors.

Pre-Bid Opening Conference - NOT REQUIRED

On _____ at _____
in the second floor conference room of the Transportation Agency's Roads Operations Center at 1505 Schallenger Road, San Jose, California, a pre-bid opening conference will be held. Representatives of the utility companies involved and representatives of the Transportation Agency will be present. Coordination of the work to be performed, utility relocation, and the contractor's operations will be discussed.

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 Board of Supervisors of the County of Santa Clara, State of California, on July 1, 1975.

Donald M. Rains

DONALD M. RAINS
Clerk of the Board of Supervisors

California

July 24, 1975



The Honorable Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose, California 95110

Gentlemen:

The Engineer's estimate for Landscaping of Lawrence
Expressway at El Camino Real interchange and miscellaneous
planting between Stevens Creek Blvd. and East Duane Avenue
is \$ 40,000.00.

Respectfully submitted,

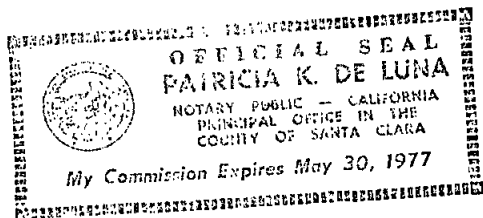
JAMES T. POTT
Director

JTP:js

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

ss.



On this1ST..... day ofAUGUST..... in the year one thousand nine hundred and75....., before me,PATRICIA K. DELUNA..... a Notary Public, State of California, duly commissioned and sworn, personally appearedRAY H. COLLISHAW..... known to me to be thePRESIDENT..... of the corporation described in and that executed the within instrument, and also known to me to be the person..... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SANTA CLARA the day and year in this certificate first above written.

Patricia K. De Luna
Notary Public, State of California

STATE OF CALIFORNIA

County of Santa Clara

ss.

On this 1ST day of AUGUST, in the year 1975

_____, before me, Laura A. Skinner, a Notary

Public in and for said state, personally appeared Albert S. Dorsey, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Gulf Insurance Company, and acknowledged to me that he subscribed the name of the Gulf Insurance Company, thereto and his own name as Attorney-in-Fact.



OFFICIAL SEAL
LAURA A. SKINNER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
My Comm. Exp. April 25, 1979

Laura A. Skinner
Notary Public in and for said State

My Commission expires _____

1S906 7-73 (CALIFORNIA)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

The Premium charged for this bond is
\$ 165.00

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to COLLISHAW CORPORATION (hereinafter designated as "Principal") a contract for LANDSCAPING FO LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANG & MISCELLANEOUS PLANTING CONTRACT #75-9 : 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 GULF INSURANCE COMPANY as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of FORTY-THREE THOUSAND, NINE HUNDRED FIFTY AND 00/100 DOLLARS-----(\$ 43,950.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and 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 obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 1ST day of AUGUST, 1975.

(Seal)
Ray J. Collishaw
(Seal)

(Principal)

GULF INSURANCE COMPANY (Seal)
Albert S. Dorsey (Seal)
ALBERT S. DORSEY Attorney-in-Fact (Seal)

(Surety)

433 CALIFORNIA ST. SUITE 904
SAN FRANCISCO, CALIF. 94104
(Address)

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

Recorded 8/6/75

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That GULF INSURANCE COMPANY, a corporation of the State of Missouri, hereinafter called Company, Does hereby appoint

ALBERT S. DORSEY, LAURA A. SKINNER, PALO ALTO, CALIFORNIA

its true and lawful Attorney-in-fact to make, execute, seal and deliver on its behalf, as surety, any and all bonds and undertakings of Suretyship.

The execution of such bonds or undertakings in pursuance of these presents shall be as binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

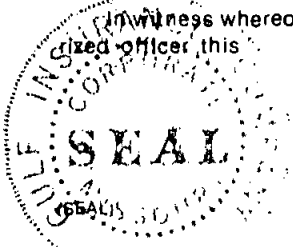
This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Directors of the Company, adopted effective September 29, 1961, and now in full force and effect:

"Resolved that the President or any Vice President or any Secretary may appoint Attorneys-in-fact in any State, Territory or Federal District to represent this company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require, including authority to appoint agents for the service of process in any jurisdiction; State or Federal and authority to attest to the signature of the President or any Vice President or any Secretary and to verify any affidavit or other statement relating to the foregoing, and to certify to a copy of any of the by-laws of the Company and to any resolutions adopted by its Board of Directors; and any such Attorney-in-fact may be removed and the authority granted him revoked by the President or any Vice President or any Secretary or by the Board of Directors."

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following resolution voted by the Board of Directors of the Gulf Insurance Company at a meeting duly called and held on the 24th of July, 1973.

"Resolved that the signatures of Warren J. Kwedar, President, or of Frederick Boger, Senior Vice President, or of Arthur C. Werden, Vice President, or of Jack W. Maynard, Vice President, or of William E. Elston, Vice President, or of Douglas Simpson, Secretary, or of R. C. Felherston, Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

In witness whereof, the Company has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized officer this 10th day of January 1975



By

JACK W. MAYNARD

Jack W. Maynard

VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

ss:

On this 10th day of January 1975, before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came the above named officer of the Company, who being by me first duly sworn according to law, did depose and say that he is that officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company, and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by the authority and direction of the Company

(SEAL)

CLIFFORD R. BEARD

Clifford R. Beard

NOTARY PUBLIC

My commission expires the

1st

day of

June

19 75

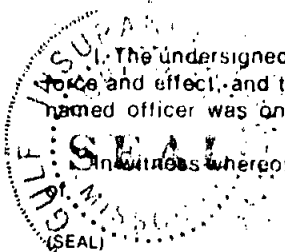
CERTIFICATE

The undersigned, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy is in full force and effect, and the foregoing resolution is a true and correct transcript from the records of the Company, and that the above named officer was on the date of execution of the foregoing Power of Attorney authorized to execute this Power of Attorney.

In witness whereof, I have hereunto subscribed by name and affixed the corporate seal of the Company this

19

day



DOUGLAS SIMPSON

Douglas Simpson

SECRETARY

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

ss.



OFFICIAL SEAL
PATRICIA K. DE LUNA

NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN THE
COUNTY OF SANTA CLARA

My Commission Expires May 30, 1977

On this 1ST day of AUGUST in the year one thousand nine hundred and 75, before me, PATRICIA K. DELUNA a Notary Public, State of California, duly commissioned and sworn, personally appeared RAY H. COLLISHAW known to me to be the PRESIDENT of the corporation described in and that executed the within instrument, and also known to me to be the person..... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SANTA CLARA the day and year in this certificate first above written.

Patricia K. De Luna
Notary Public, State of California

STATE OF CALIFORNIA

County of Santa Clara

ss.

On this 1ST day of AUGUST, in the year 1973

_____, before me, Laura A. Skinner, a Notary

Public in and for said state, personally appeared Albert S. Dorsey, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Gulf Insurance Company, and acknowledged to me that he subscribed the name of the Gulf Insurance Company, thereto and his own name as Attorney-in-Fact.



OFFICIAL SEAL
LAURA A. SKINNER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
My Comm. Exp. April 25, 1979

Laura A. Skinner
Notary Public in and for said State

My Commission expires

1S906 7-73 (CALIFORNIA)

STATE OF CALIFORNIA

County of Santa Clara

} ss.

On this _____ day of _____, in the year _____

_____, before me, Laura A. Skinner, a Notary

Public in and for said state, personally appeared Albert S. Dorsey, known

to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Gulf Insurance Company, and acknowledged to me that he subscribed the name of the Gulf Insurance Company, thereto and his own name as Attorney-in-Fact.



OFFICIAL SEAL
LAURA A. SKINNER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
My Comm. Exp. April 25, 1979

Laura A. Skinner
Notary Public in and for said State

My Commission expires _____

INSTRUMENT BOND FOR PUBLIC WORKS

Bond No. 53-72-35

KNOW ALL MEN BY THESE PRESENTS: That

The Premium charged for this bond is
\$ 165.00

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and COLLISHAW CORPORATION (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to LANDSCAPING OF LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANGE & MISCELLANEOUS

PLANTING CONTRACT #75-9 which said Agreement dated July 28, 1975 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;

NOW THEREFORE, we, the Principal and GULF INSURANCE COMPANY as Surety, are held and firmly bound unto the Public Entity in the penal sum of FORTY-THREE THOUSAND, NINE HUNDRED FIFTY AND 00/100 DOLLARS----- (\$ 43,950.00), 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 of 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 any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from 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 1ST day of AUGUST, 1975.

(Seal)
Ray J. Collishaw, Jr.
(Seal)

(Principal)

(Seal)
GULF INSURANCE COMPANY
(Seal)
Albert S. Dorsey
(Seal)
ALBERT S. DORSEY, Attorney-in-Fact
(Seal)

(Surety)

433 California St., Suite 904

SAN FRANCISCO, CA. 94104

(Address)

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

Recorder 8/16/75

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That GULF INSURANCE COMPANY, a corporation of the State of Missouri, hereinafter called Company. Does hereby appoint

ALBERT S. DORSEY, LAURA A. SKINNER, PALO ALTO, CALIFORNIA

its true and lawful Attorney-in-fact to make, execute, seal and deliver on its behalf, as surety, any and all bonds and undertakings of Suretyship.

The execution of such bonds or undertakings in pursuance of these presents shall be as binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

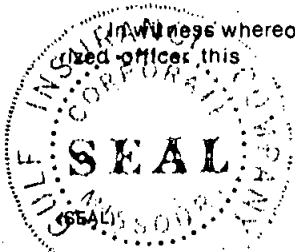
This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Directors of the Company, adopted effective September 29, 1961, and now in full force and effect:

"Resolved that the President or any Vice President or any Secretary may appoint Attorneys-in-fact in any State, Territory or Federal District to represent this company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require, including authority to appoint agents for the service of process in any jurisdiction, State or Federal and authority to attest to the signature of the President or any Vice President or any Secretary and to verify any affidavit or other statement relating to the foregoing, and to certify to a copy of any of the by-laws of the Company and to any resolutions adopted by its Board of Directors; and any such Attorney-in-fact may be removed and the authority granted him revoked by the President or any Vice President or any Secretary or by the Board of Directors."

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following resolution voted by the Board of Directors of the Gulf Insurance Company at a meeting duly called and held on the 24th of July, 1973.

"Resolved that the signatures of Warren J. Kwedar, President, or of Frederick Boger, Senior Vice President, or of Arthur C. Werden, Vice President, or of Jack W. Maynard, Vice President, or of William E. Elston, Vice President, or of Douglas Simpson, Secretary, or of R. C. Fetherston, Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

In witness whereof, the Company has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized officer, this 10th day of January 1975



By

JACK W. MAYNARD

Jack W. Maynard

VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

} ss:

On this 10th day of January 1975

before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came the above named officer of the Company, who being by me first duly sworn according to law, did depose and say that he is that officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company; and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by the authority and direction of the Company.

(SEAL)

Clifford R. Beard
CLIFFORD R. BEARD NOTARY PUBLIC

My commission expires the

1st

day of

June

19 75

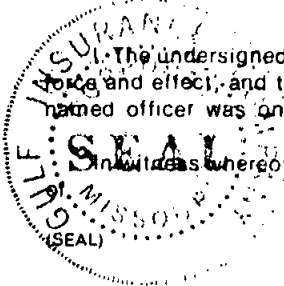
CERTIFICATE

I, The undersigned, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy is in full force and effect, and the foregoing resolution is a true and correct transcript from the records of the Company, and that the above named officer was on the date of execution of the foregoing Power of Attorney authorized to execute this Power of Attorney.

In witness whereof, I have hereunto subscribed by name and affixed the corporate seal of the Company this

19

day



DOUGLAS SIMPSON

Douglas Simpson

SECRETARY

CERTIFICATE OF INSURANCE

Issued at the Request of
COUNTY OF SANTA CLARA

(TO BE COMPLETED BY REQUESTING DEPT/AGENCY)

Requesting Dept/Agency
CLERK, BOARD OF SUPERVISORS
Project or Job Name & Number **#75-9, Landscaping of Lawrence Expressway at El Camino Real Interchange**
County Representative Handling
Doug Horn, Deputy Clerk

Insured or Insurance Company,
Please return to:

☐ Board of Supervisors
Santa Clara County
Rm. 524 Administration Bldg.
70 W. Hedding Street
San Jose, California 95110

This is to Certify that the Company named below
GREAT AMERICAN INSURANCE COMPANIES PC-737782 & BP 3452584
BELLAFONTE INS. CO. B-90459
(Insurance Company) **GREAT AMERICAN INSURANCE COMPANIES**
P.O. BOX 2449, CUSTOM HOUSE STATION, SAN FRANCISCO, CA.
(Local Address) **94126**

Has issued to:

Named Insured and Address
COLLISHAW CORPORATION
1515 WALSH AVE.
SANTA CLARA, CA. 95050

Producer and Address
ALBERT M. BENDER CO., INC.
BANK OF AMERICA CENTER
S.F., CALIF. 94104
OR
DORSEY, HAZELTINE & WYNNE
P.O. BOX 218, PALO ALTO, CA.
94302

The policy listed below

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY			
				BODILY INJURY LIABILITY		PROPERTY DAMAGE LIABILITY	
				EACH PERSON	EACH OCCURRENCE	EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY PREMISES-OPERATIONS	BP 3452584	1/1/75	1/1/76		\$ 300 .000	\$ 100.000	\$100 .000
B.F.P.D. YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>							
XC YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>							
U YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>							
INDEPENDENT CONTRACTORS				\$300 .000	\$ 300 .000	\$ 100 .000	\$100 .000
AGGREGATE					\$ 300 .000		
PERSONAL INJURY LIABILITY				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$100 .000
PRODUCTS - COMPLETED OPERATIONS				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$ 100 .000
AGGREGATE					\$ 300 .000		
CONTRACTUAL - AS DESCRIBED BELOW				\$ 300 .000	\$ 3003.000	\$ 100 .000	\$ 100.000
AUTOMOBILE LIABILITY OWNED AUTOMOBILES				\$ 300 .000	\$ 300 .000	\$ 100 .000	
NON-OWNED AUTOMOBILES				\$ 300 .000	\$ 300 .000	\$ 100 .000	
WORKMEN'S COMPENSATION				COMPENSATION STATUTORY STATE(S)			
UMBRELLA OR EXCESS COVERAGE	PC 737782			2,000,000.00	\$.000	\$.000	
AIRCRAFT LIABILITY					\$.000	\$.000	\$.000
HANGAR KEEPER LIABILITY							
OTHER COMB. UMBRELLA B-90459		1/1/75	1/1/76	\$1,000,000.00			

LOCATION AND DESCRIPTION OF OPERATIONS, AUTOMOBILES, CONTRACTS, ETC. (FOR CONTRACTS, INDICATE TYPE OF AGREEMENT, PARTY AND DATE.)

CONTRACT #75-9 LANDSCAPING OF LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANGE

- ☐ Covers any operation under contract or agreement between the County and the Insured.
- ☐ Specific operation:

It is hereby certified that the above policy provides insurance both in scope of coverage and in dollar amounts as required by the agreement executed by the County of Santa Clara and the Insured dated **8/1/1975** for project or job listed above.

This policy may not be cancelled nor the coverages reduced without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown above.

ALBERT M. BENDER CO., INC.

BY:

Authorized Representative

* See other side for Endorsements being issued as part of the policy.
Department or Project Number must appear on all future correspondence.

Recorded 8/6/75

SPECIAL ENDORSEMENT


Unless specifically excluded by notation below, the following paragraphs are issued for attachment to and form a part of the below numbered policy, effective on the date indicated at 12:01 AM Standard Time as stated in the policy.

GREAT AMERICAN INSURANCE COMPANIES	BP- 3452584	AUGUST 1, 1975
BELLAFONTE INS. CO.	B- 90459	AUGUST 1, 1975
Company	Policy No.	End Effective Date

- the CITY OF SANTA CLARA **Excluded**
the CITY OF SUNNYVALE
- 1. Additional Named Insureds Endorsements:**
Such insurance as is afforded by this policy shall also apply to the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively as additional insureds. ☐
 - 2. Notice of Cancellation or Change in Coverage Endorsement:**
This policy may not be cancelled nor the coverage reduced by the Company without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown on the Certificate of Insurance. ☐
 - 3. Contractual Endorsement:**
It is agreed this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara. ☐
 - 4. XCU Endorsement:**
It is agreed this policy has been issued so that coverage is provided for XC and U. ☐
 - 5. Broad Form Property Damage:**
It is agreed the provisions of this policy have been extended to provide Broad Form Property Damage coverage. ☐

ALBERT M. BENDER CO?, INC.

Signed by



ALBERT S. DORSEY

Authorized Representative

Such insurance as is afforded by the additional named insured endorsement shall apply as primary insurance and that other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

ALBERT M. BENDER CO., INC.

Signed by


ALBERT S. DORSEY

Authorized Representative

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

ss.



OFFICIAL SEAL
PATRICIA K. DE LUNA

NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN THE
COUNTY OF SANTA CLARA

My Commission Expires May 30, 1977

On this 11TH day of AUGUST in the year one thousand nine hundred and 75, before me, PATRICIA K. DELUNA a Notary Public, State of California, duly commissioned and sworn, personally appeared RAY H. COLLISHAW known to me to be the PRESIDENT of the corporation described in and that executed the within instrument, and also known to me to be the person..... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SANTA CLARA the day and year in this certificate first above written.

Patricia K. DeLuna
Notary Public, State of California

STATE OF CALIFORNIA

County of Santa Clara

SS.

On this 1ST day of AUGUST, in the year 1975

_____, before me, Laura A. Skinner, a Notary

Public in and for said state, personally appeared Albert S. Dorsey, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Gulf Insurance Company, and acknowledged to me that he subscribed the name of the Gulf Insurance Company, thereto and his own name as Attorney-in-Fact.



OFFICIAL SEAL
LAURA A. SKINNER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
My Comm. Exp. April 25, 1979

Laura A. Skinner
Notary Public in and for said State

My Commission expires

1S906 7-73 (CALIFORNIA)

PERFORMANCE BOND

Bond No. 53 72 35

The Premium charged for this bond is
\$ 165.00

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to COLLISIONAL CORPORATION (hereinafter designated as "Principal") a contract for LANDSCAPING TO LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANG & MISCELLANEOUS PLANTING CONTRACT #75-9: 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 GULE INSURANCE COMPANY as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of FORTY-THREE THOUSAND, NINE HUNDRED FIFTY AND 00/100 DOLLARS \$ 43,950.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and 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 obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 1st day of AUGUST, 1975.

Ray J. Coleman (Seal)
Pres (Seal)

(Principal)

GULE INSURANCE COMPANY (Seal)
Albert S. Dorsey (Seal)
ALBERT S. DORSEY Attorney-in-Fact (Seal)

(Surety)

433 CALIFORNIA ST. SUITE 904
SAN FRANCISCO, CALIF. 94104
(Address)

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

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That GULF INSURANCE COMPANY, a corporation of the State of Missouri, hereinafter called Company, Does hereby appoint

ALBERT S. DORSEY, LAURA A. SKINNER, PALO ALTO, CALIFORNIA

its true and lawful Attorney-in-fact to make, execute, seal and deliver on its behalf, as surety, any and all bonds and undertakings of Suretyship.

The execution of such bonds or undertakings in pursuance of these presents shall be as binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

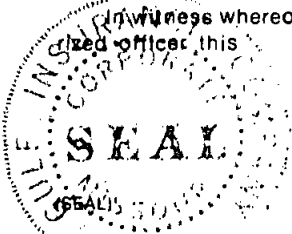
This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Directors of the Company, adopted effective September 29, 1961, and now in full force and effect:

"Resolved that the President or any Vice President or any Secretary may appoint Attorneys-in-fact in any State, Territory or Federal District to represent this company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require, including authority to appoint agents for the service of process in any jurisdiction, State or Federal and authority to attest to the signature of the President or any Vice President or any Secretary and to verify any affidavit or other statement relating to the foregoing, and to certify to a copy of any of the by-laws of the Company and to any resolutions adopted by its Board of Directors; and any such Attorney-in-fact may be removed and the authority granted him revoked by the President or any Vice President or any Secretary or by the Board of Directors."

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following resolution voted by the Board of Directors of the Gulf Insurance Company at a meeting duly called and held on the 24th of July, 1973.

"Resolved that the signatures of Warren J. Kweder, President, or of Frederick Boger, Senior Vice President, or of Arthur C. Werden, Vice President, or of Jack W. Maynard, Vice President, or of William E. Elston, Vice President, or of Douglas Simpson, Secretary, or of R. C. Fetherston, Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

In witness whereof, the Company has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized officer, this 10th day of January 1975



By

JACK W. MAYNARD

Jack W. Maynard

VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

} ss:

On this 10th day of January 1975

before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came the above named officer of the Company, who being by me first duly sworn according to law, did depose and say that he is that officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company, and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by the authority and direction of the Company.

(SEAL)

CLIFFORD R. BEARD

Clifford R. Beard

NOTARY PUBLIC

My commission expires the

1st

day of

June

19 75

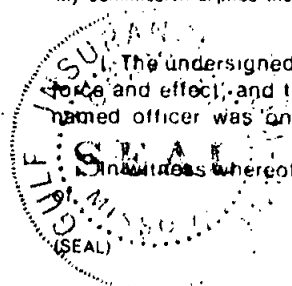
CERTIFICATE

The undersigned, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy is in full force and effect, and the foregoing resolution is a true and correct transcript from the records of the Company, and that the above named officer was on the date of execution of the foregoing Power of Attorney authorized to execute this Power of Attorney.

In witness whereof, I have hereunto subscribed by name and affixed the corporate seal of the Company this

19

day



DOUGLAS SIMPSON

Douglas Simpson

SECRETARY

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

} ss.



OFFICIAL SEAL
PATRICIA K. DE LUNA

NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN THE
COUNTY OF SANTA CLARA

My Commission Expires May 30, 1977

On this1ST..... day ofAUGUST..... in the year one thousand nine hundred and75....., before me,PATRICIA K. DELUNA..... a Notary Public, State of California, duly commissioned and sworn, personally appearedRAY H. COLLISHAW..... known to me to be thePRESIDENT..... of the corporation described in and that executed the within instrument, and also known to me to be the person..... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SANTA CLARA the day and year in this certificate first above written.

Patricia K. De Luna
Notary Public, State of California

STATE OF CALIFORNIA

County of Santa Clara

SS.

On this 1ST day of AUGUST, in the year 1975

_____, before me, Laura A. Skinner, a Notary

Public in and for said state, personally appeared Albert S. Dorsey, known

to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Gulf Insurance Company, and acknowledged to me that he subscribed the name of the Gulf Insurance Company, thereto and his own name as Attorney-in-Fact.



OFFICIAL SEAL
LAURA A. SKINNER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
My Comm. Exp. April 25, 1979

Laura A. Skinner
Notary Public in and for said State

My Commission expires

1S906 7-73 (CALIFORNIA)

PAYMENT BOND FOR PUBLIC WORKS

53 7235
 Bond No. _____
 The Premium charged for this bond
 \$ 163.00

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and COLLISHAW CORPORATION (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to LANDSCAPING OF LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANGE & MISCELLANEOUS

PLANTING CONTRACT #75-9 which said Agreement dated July 28, 19 75 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;


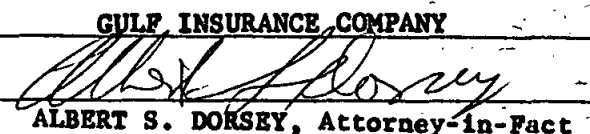
NOW THEREFORE, we, the Principal and GULF INSURANCE COMPANY as Surety, are held and firmly bound unto the Public Entity in the penal sum of FORTY-THREE THOUSAND, NINE HUNDRED FIFTY AND 00/100 DOLLARS----- (\$ 43,950.00), lawful money of the United States of America for the payment of which sum well and 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 of 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 any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from 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 1ST day of AUGUST, 1975.

 _____ (Principal)	(Seal) (Seal) (Seal)
<u>GULF INSURANCE COMPANY</u>  _____ ALBERT S. DORSEY, Attorney-in-Fact (Surety)	(Seal) (Seal) (Seal)

433 California St., Suite 904
SAN FRANCISCO, CA. 94104
 (Address)

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

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That GULF INSURANCE COMPANY, a corporation of the State of Missouri, hereinafter called Company, Does hereby appoint

ALBERT S. DORSEY, LAURA A. SKINNER, PALO ALTO, CALIFORNIA

its true and lawful Attorney-in-fact to make, execute, seal and deliver on its behalf, as surety, any and all bonds and undertakings of Suretyship.

The execution of such bonds or undertakings in pursuance of these presents shall be as binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

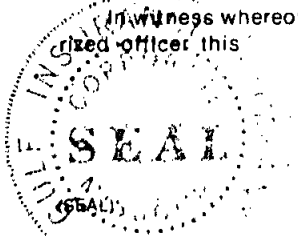
This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Directors of the Company, adopted effective September 29, 1961, and now in full force and effect:

"Resolved that the President or any Vice President or any Secretary may appoint Attorneys-in-fact in any State, Territory or Federal District to represent this company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require, including authority to appoint agents for the service of process in any jurisdiction, State or Federal and authority to attest to the signature of the President or any Vice President or any Secretary and to verify any affidavit or other statement relating to the foregoing, and to certify to a copy of any of the by-laws of the Company and to any resolutions adopted by its Board of Directors; and any such Attorney-in-fact may be removed and the authority granted him revoked by the President or any Vice President or any Secretary or by the Board of Directors."

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following resolution voted by the Board of Directors of the Gulf Insurance Company at a meeting duly called and held on the 24th of July, 1973.

"Resolved that the signatures of Warren J. Kwedar, President, or of Frederick Boger, Senior Vice President, or of Arthur C. Warden, Vice President, or of Jack W. Maynard, Vice President, or of William E. Etston, Vice President, or of Douglas Simpson, Secretary, or of R. C. Fetherston, Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

In witness whereof, the Company has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized officer this 10th day of January 1975



By Jack W. Maynard
JACK W. MAYNARD VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

} ss:

On this 10th day of January 1975, before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came the above named officer of the Company, who being by me first duly sworn according to law, did depose and say that he is that officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company, and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by the authority and direction of the Company

(SEAL)

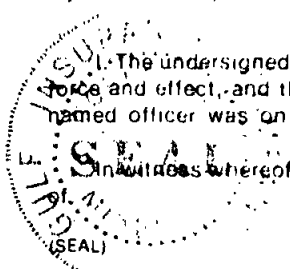
Clifford R. Beard
CLIFFORD R. BEARD NOTARY PUBLIC

My commission expires the 1st day of June 1975

CERTIFICATE

The undersigned, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy is in full force and effect, and the foregoing resolution is a true and correct transcript from the records of the Company, and that the above named officer was on the date of execution of the foregoing Power of Attorney authorized to execute this Power of Attorney.

In witness whereof, I have hereunto subscribed by name and affixed the corporate seal of the Company this 19 day



Douglas Simpson
DOUGLAS SIMPSON SECRETARY

CERTIFICATE OF INSURANCE

Issued at the Request of
COUNTY OF SANTA CLARA

(TO BE COMPLETED BY REQUESTING DEPT/AGENCY)

Requesting Dept/Agency

CLERK, BOARD OF SUPERVISORS

Project or Job Name & Number **#75-9, Landscaping of Lawrence Expressway at El Camino Real Interchange**

County Representative Handling

Doug Horn, Deputy Clerk

This is to Certify that the Company named below

**GREAT AMERICAN INSURANCE COMPANIES PC-737782 & BP 3452584
BELLAFONTE INS. CO. B-90459**

(Insurance Company)

**GREAT AMERICAN INSURANCE COMPANIES
P.O. BOX 2449, CUSTOM HOUSE STATION, SAN FRANCISCO, CA. 94126**

(Local Address)

Has issued to:

Named Insured
and Address

**COLLISHAW CORPORATION
1515 WALSH AVE.
SANTA CLARA, CA. 95050**

Producer
and Address

**ALBERT M. BENDER CO., INC.
BANK OF AMERICA CENTER
S.F., CALIF. 94104
OR
DORSEY, HAZELTINE & WYNNE
P.O. BOX 218, PALO ALTO, CA. 94302**

The policy listed below

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY			
				BODILY INJURY LIABILITY		PROPERTY DAMAGE LIABILITY	
				EACH PERSON	EACH OCCURRENCE	EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY PREMISES-OPERATIONS	PC 3452584	1/1/75	1/1/76		\$ 300 .000	\$ 100 .000	\$100 .000
B.F.P.D. YES <input type="checkbox"/> NO <input type="checkbox"/>							
XC YES <input type="checkbox"/> NO <input type="checkbox"/> U YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>							
INDEPENDENT CONTRACTORS				\$300 .000	\$ 300 .000	\$ 100 .000	\$100 .000
AGGREGATE					\$ 300 .000		
PERSONAL INJURY LIABILITY				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$100 .000
PRODUCTS - COMPLETED OPERATIONS				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$ 100 .000
AGGREGATE					\$ 300 .000		
CONTRACTUAL - AS DESCRIBED BELOW				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$ 100 .000
AUTOMOBILE LIABILITY OWNED AUTOMOBILES				\$ 300 .000	\$ 300 .000	\$ 100 .000	
NON-OWNED AUTOMOBILES				\$ 300 .000	\$ 300 .000	\$ 100 .000	
WORKMEN'S COMPENSATION				COMPENSATION STATUTORY STATE(S)			
UMBRELLA OR EXCESS COVERAGE	PC 737782			2,000,000.00	\$.000	\$.000	
AIRCRAFT LIABILITY					\$.000	\$.000	\$.000
HANGAR KEEPER LIABILITY							
OTHER BELLAFONTE							
COML. UMBRELLA B-90459		1/1/75	1/1/76	\$1,000,000.00			

LOCATION AND DESCRIPTION OF OPERATIONS, AUTOMOBILES, CONTRACTS, ETC. (FOR CONTRACTS, INDICATE TYPE OF AGREEMENT, PARTY AND DATE.)

CONTRACT #75-9 LANDSCAPING OF LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANGE

☐ Covers any operation under contract or agreement between the County and the insured.

☐ Specific operation:

It is hereby certified that the above policy provides insurance both in scope of coverage and in dollar amounts as required by the agreement executed by the County of Santa Clara and the insured dated **8/1/1975**..... for project or job listed above.

This policy may not be cancelled nor the coverages reduced without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown above.

ALBERT M. BENDER CO., INC.

BY:

Authorized Representative

* See other side for Endorsements being issued as part of the policy.
Department or Project Number must appear on all future correspondence.

SPECIAL ENDORSEMENT

Unless specifically excluded by notation below, the following paragraphs are issued for attachment to and form a part of the below numbered policy, effective on the date indicated at 12:01 AM Standard Time as stated in the policy.

GREAT AMERICAN INSURANCE COMPANIES BP- 3452584

AUGUST 1, 1975

BELLAPORTE INS. CO.

B- 90459

AUGUST 1, 1975

Company

Policy No.

End Effective Date

Excluded

1. Additional Named Insureds Endorsements:

Such insurance as is afforded by this policy shall also apply to the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively as additional insureds.

the CITY OF SANTA CLARA
the CITY OF SUNNYVALE

☐

2. Notice of Cancellation or Change In Coverage Endorsement:

This policy may not be cancelled nor the coverage reduced by the Company without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown on the Certificate of Insurance.

☐

3. Contractual Endorsement:

It is agreed this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

☐

4. XCU Endorsement:

It is agreed this policy has been issued so that coverage is provided for XC and U.

☐

5. Broad Form Property Damage:

It is agreed the provisions of this policy have been extended to provide Broad Form Property Damage coverage.

☐

ALBERT M. BENDER CO., INC.

Signed by

Albert S. Dorsey

ALBERT S. DORSEY

Authorized Representative

Such insurance as is afforded by the additional named insured endorsement shall apply as primary insurance and that other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

ALBERT M. BENDER CO., INC.

Signed by

Albert S. Dorsey

ALBERT S. DORSEY

Authorized Representative

CERTIFICATE OF INSURANCE

Issued at the Request of
COUNTY OF SANTA CLARA

(TO BE COMPLETED BY REQUESTING DEPT/AGENCY)

Requesting Dept/Agency

CLERK, BOARD OF SUPERVISORS

Project or Job Name & Number **#75-9, Landscaping of Lawrence Expressway at El Camino Real Interchange**

County Representative Handling

Doug Horn, Deputy Clerk

Return This Copy To:

GSA-Insurance Section
Rm. 207, Bldg. #2
County Service Center
1555 Berger Drive
San Jose, California 95110

This is to Certify that the Company named below

**GREAT AMERICAN INSURANCE COMPANIES PC-737782 & BP 3452584
BELLAFONTE INS. CO. B-90459**

(Insurance Company)

**GREAT AMERICAN INSURANCE COMPANIES
P.O. BOX 2449, CUSTOM HOUSE STATION, SAN FRANCISCO, CA.**

(Local Address)

94126

Has issued to:

Named Insured
and Address

**COLLISHAW CORPORATION
1515 WALSH AVE.
SANTA CLARA, CA. 95050**

Producer
and Address

**ALBERT M. BENDER CO., INC.
BANK OF AMERICA CENTER
S.F., CALIF. 94104
OR
DORSEY, HAZELTINE & WYOMER
P.O. BOX 218, PALO ALTO, CA.
94302**

The policy listed below

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY			
				BODILY INJURY LIABILITY		PROPERTY DAMAGE LIABILITY	
				EACH PERSON	EACH OCCURRENCE	EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY PREMISES-OPERATIONS	BP 3452584	1/1/75	1/1/76		\$ 300 .000	\$ 100 .000	\$100 .000
B.F.P.D. YES <input type="checkbox"/> NO <input type="checkbox"/>							
XC YES <input type="checkbox"/> NO <input type="checkbox"/>							
U YES <input type="checkbox"/> NO <input type="checkbox"/>							
INDEPENDENT CONTRACTORS				\$300 .000	\$ 300 .000	\$ 100 .000	\$ 100 .000
AGGREGATE					\$ 300 .000		
PERSONAL INJURY LIABILITY				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$ 100 .000
PRODUCTS - COMPLETED OPERATIONS				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$ 100 .000
AGGREGATE					\$ 300 .000		
CONTRACTUAL - AS DESCRIBED BELOW				\$ 300 .000	\$ 300 .000	\$ 100 .000	\$ 100 .000
AUTOMOBILE LIABILITY OWNED AUTOMOBILES				\$ 300 .000	\$ 300 .000	\$ 100 .000	
NON-OWNED AUTOMOBILES				\$ 300 .000	\$ 300 .000	\$ 100 .000	
WORKMEN'S COMPENSATION				COMPENSATION STATUTORY STATE(S)			
UNBRELLA OR EXCESS COVERAGE	PC 737782		1/1/76	2,000,000.00	\$.000	\$.000	
AIRCRAFT LIABILITY					\$.000	\$.000	\$.000
HANGAR KEEPER LIABILITY							
OTHER	BELLAFONTE CONL. UNBELLER B-90459	1/1/75	1/1/76	\$1,000,000.00			

LOCATION AND DESCRIPTION OF OPERATIONS, AUTOMOBILES, CONTRACTS, ETC. (FOR CONTRACTS, INDICATE TYPE OF AGREEMENT, PARTY AND DATE.)

CONTRACT #75-9 LANDSCAPING OF LAWRENCE EXPRESSWAY AT EL CAMINO REAL INTERCHANGE

☐ Covers any operation under contract or agreement between the County and the insured.

☐ Specific operation:

It is hereby certified that the above policy provides insurance both in scope of coverage and in dollar amounts as required by the agreement executed by the County of Santa Clara and the insured dated **8/1/1975** for project or job listed above.

This policy may not be cancelled nor the coverages reduced without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown above.

ALBERT M. BENDER CO., INC.

BY:

Authorized Representative

See other side for Endorsements being issued as part of the policy.
Department or Project Number must appear on all future correspondence.

SPECIAL ENDORSEMENT

Unless specifically excluded by notation below, the following paragraphs are issued for attachment to and form a part of the below numbered policy, effective on the date indicated at 12:01 AM Standard Time as stated in the policy.

GREAT AMERICAN INSURANCE COMPANIES	BP- 3452584	AUGUST 1, 1975
BELLAFONTE INS. CO.	B- 90459	AUGUST 1, 1975
Company	Policy No.	End Effective Date

- | | Excluded |
|--|--------------------------|
| 1. Additional Named Insureds Endorsements:
Such insurance as is afforded by this policy shall also apply to the CITY OF SANTA CLARA
the CITY OF SUNNYVALE and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively as additional insureds. | <input type="checkbox"/> |
| 2. Notice of Cancellation or Change In Coverage Endorsement:
This policy may not be cancelled nor the coverage reduced by the Company without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown on the Certificate of Insurance. | <input type="checkbox"/> |
| 3. Contractual Endorsement:
It is agreed this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara. | <input type="checkbox"/> |
| 4. XCU Endorsement:
It is agreed this policy has been issued so that coverage is provided for XC and U. | <input type="checkbox"/> |
| 5. Broad Form Property Damage:
It is agreed the provisions of this policy have been extended to provide Broad Form Property Damage coverage. | <input type="checkbox"/> |

ALBERT M. BENDER CO., INC.
Signed by *Albert S. Dorsey*
ALBERT S. DORSEY
Authorized Representative

Such insurance as is afforded by the additional named insured endorsement shall apply as primary insurance and that other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

ALBERT M. BENDER CO., INC.
Signed by *Albert S. Dorsey*
ALBERT S. DORSEY
Authorized Representative

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 3,4,5

Page 1 of 2

DATE: June 19, 1975

14
FOR: BOARD OF SUPERVISORS AGENDA OF July 1, 19 75
FROM: MONTINI, TRANSPORTATION DEVELOPMENT
TITLE: CONTRACT DOCUMENTS FOR THE LANDSCAPING OF LAWRENCE EXPRESSWAY
AT EL CAMINO REAL INTERCHANGE AND MISCELLANEOUS PLANTING BETWEEN
STEVENS CREEK BLVD. AND EAST DUANE AVENUE (2nd Issue)

DESCRIPTION:

Introduction

The attached contract documents provide for the landscaping of the Lawrence Expressway - El Camino Real interchange and median tree planting on Lawrence Expressway between Stevens Creek Blvd. and East Duane Avenue. A small parcel on Central Expressway will also be planted as part of this contract.

This project was advertised on May 13, 1975. Bids were opened on June 5, 1975. On June 10, 1975 the Board of Supervisors rejected all bids and authorized the project to be modified and readvertised.

The project has been modified in accordance with the June 10, 1975 approval of the Board of Supervisors. The modification consisted of the following:

1. Increasing the spacing of the trailing African Daisy ground cover from 18" to 24".
2. Delete the 15 gal. size trees and substitute 5 gal. size.

Background

Three community "plant-ins" have been held on Lawrence Expressway.

The median was not planted during these "plant-ins" in accordance with our standard policy.

On March 20, 1971 the Saratoga Junior Women's Club planted approximately 1,500 trees and shrubs on Lawrence Expressway between Saratoga Avenue and Route 280.

On October 30, 1971 a homeowners group planted approximately 2,250 trees and shrubs on Lawrence Expressway between El Camino Real and Route 280. TRANSMITTED FOR AGENDA OF

APPROVED: JAMES POTT CB

HOWARD CAMPEN RH 7/1/75

AGENDA DATA: DATE: _____

BOARD ACTION: _____ COUNTY EXECUTIVE OFFICE

ITEM NO: _____

JUL 1 1975 John

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: June 19, 1975

DATE OF AGENDA: July 1, 1975

TITLE: CONTRACT DOCUMENTS FOR THE LANDSCAPING OF LAWRENCE EXPRESSWAY
AT EL CAMINO REAL INTERCHANGE AND MISCELLANEOUS PLANTING BETWEEN
STEVENS CREEK BLVD. AND EAST DUANE AVENUE (2nd Issue)

On March 25, 1972 another homeowners group planted approximately 1,250 trees and shrubs on Lawrence Expressway between El Camino Real and Central Expressway.

Project Status

There is no right of way required. This project will complete the major landscaping on Lawrence Expressway between State Route 280 and Duane Avenue.

Alternatives

There are two alternatives:

1. Approve the project.
2. Hold or delete the project.

The first alternative would complete the beautification of Lawrence Expressway between Route 280 and Duane Avenue.

The second would delay or delete this beautification.

Recommendation

Approval of the contract documents for advertisement for bids is recommended.

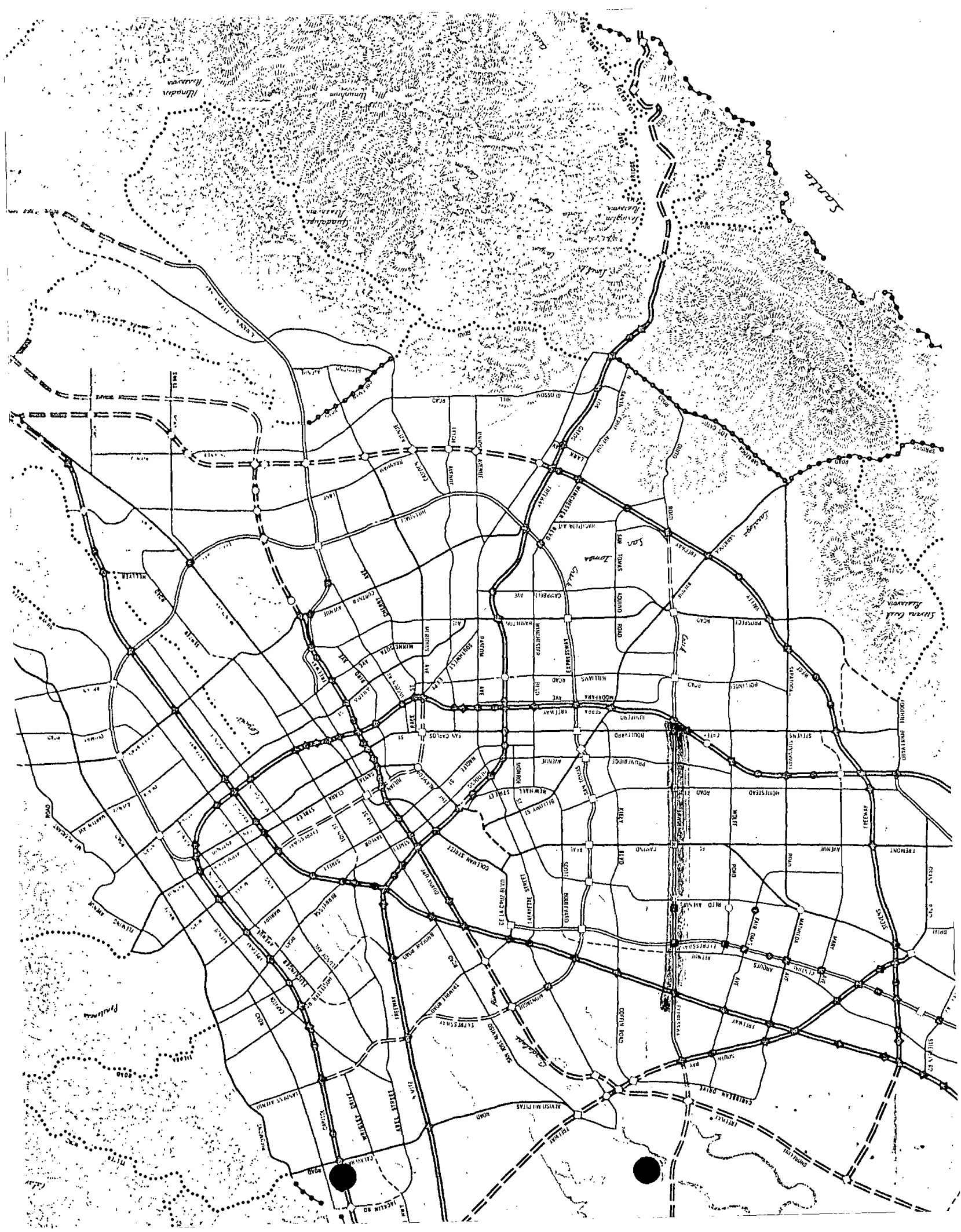
Suggested bid opening date: July 24, 1975.

Deposit: \$5.00.

Number of working days: 80.

LM:TAC:vlt

attachments



(SECOND ISSUE)

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, County Administration Building, Room 524, 70 West Hedding Street, San Jose, California 95110 up to 2:00 p.m. o'clock July 24, 1975, for landscaping of Lawrence Expressway at El Camino Real interchange and miscellaneous planting in the County of Santa Clara, State of California, in accordance with plans and specifications on file for the work in the Office of the Clerk of the Board of Supervisors.

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

"Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Board of Supervisors of the County of Santa Clara, 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."

The County of Santa Clara is an equal opportunity employer and all contractors of County projects are urged to follow a policy of affirmative action in regard to the requirements of Executive Order 11246, as well as the regulations of the Fair Employment Practice Commission of the State of California.

A payment bond is required to be filed and approved by the Board of Supervisors before entering upon the performance of the work.

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

The Board of Supervisors reserves the right to reject any and all bids or to waive any errors or discrepancies.

Time limit for the completion of the work is 0-allowance days plus 80 working days. Liquidated damages shall be assessed for each calendar day the work remains incomplete beyond the time fixed above for completion in the amount specified in Section 34 (Beginning of Work, Time of Completion and Liquidated Damages).

NOTICE TO BIDDERS (continued)

Plans and specifications may be secured from the Transportation Agency, 1555 Berger Drive, San Jose, California 95112, upon the payment of \$ 5.00 per set as a deposit. If these documents are returned in good condition within ten (10) days after the date set for the opening of the bids, the full amount of the deposit will be returned with the bid submitted to the Clerk of the Board of Supervisors.

Pre-Bid Opening Conference - NOT REQUIRED

~~On _____ at _____
in the second floor conference room of the Transportation Agency's
Roads Operations Center at 1505 Schallenger Road, San Jose,
California, a pre-bid opening conference will be held. Representatives
of the utility companies involved and representatives of the Trans-
portation Agency will be present. Coordination of the work to be
performed, utility relocation, and the contractor's operations will
be discussed.~~

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 Board of Supervisors of the County of Santa Clara, State of California, on July 1, 1975.

Donald M. Rains

DONALD M. RAINS
Clerk of the Board of Supervisors

County of Santa Clara
California

Office of the Board of Supervisors
524 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2323 Area Code 408

Date July 1, 1975

Cambrian News
P.O. Box 24445
San Jose, CA 95154

Subject: **Noticeto Bidders re Lawrence Expressway Landscaping**
at El Camino Real

Please publish the enclosed Notice to Bidders

on **July 9 and July 16, 1975.**

Please send (3) copies of the bill and one (1) affidavit to this office immediately following publication.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

by: Deputy Clerk
Ether Alaura

enclosure

Proof of Publication

(2015.5 C.C.P.)

CAMBRIAN WEEKLY NEWS
2016 Foxworthy Ave.
San Jose, CA 95124
Phone 266-3030

STATE OF CALIFORNIA

County of Santa Clara

I am a citizen of the United States and a resident of the County aforesaid; 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 of the Cambrian Weekly News, a newspaper of general circulation, printed and published each Wednesday in the City of San Jose, California, County of Santa Clara, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Santa Clara, State of California, under the date of February 8, 1956, Case Number 96461 that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to - wit;

JULY 9 and 16

all in the year 19 75.

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

Dated at San Jose, California, this 17th

day of JULY, 19 75.

Signature

Glenn von Gease

This space is for the County Clerk's
Filing Stamp

RECEIVED
BOARD OF SUPERVISORS
JUL 21 8 53 AM '75
COUNTY OF
SANTA CLARA

Proof of Publication of

NOTICE TO BIDDERS (SECOND ISSUE)

Paste Clipping of Notice SECURELY In This Space

LEGAL NOTICE (SECOND ISSUE)

NO. 00708

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, County Administration Building, Room 524, 70 West Hedding Street, San Jose, California 95110 up to 2:00 p.m. o'clock July 24, 1975, for landscaping of Lawrence Expressway at El Camino Real interchange and miscellaneous planting in the County of Santa Clara, State of California, in accordance with plans and specifications on file for the work in the Office of the Clerk of the Board of Supervisors.

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

"Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Board of Supervisors of the County of Santa Clara, 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."

The County of Santa Clara is an equal opportunity employer and all contractors of County projects are urged to follow a policy of affirmative action in regard to the requirements of Executive Order 11246, as well as the regulations of the Fair Employment Practice Commission of the State of California.

A payment bond is required to be filed and approved by the Board of Supervisors before entering upon the performance of the work.

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

The Board of Supervisors reserves the right to reject any and all bids or to waive any errors or discrepancies.

Time limit for the completion of the work is 90 allowance days plus 80 working days. Liquidated damages shall be assessed for each calendar day the work remains incomplete beyond the time fixed above for completion in the amount specified in Section 84 (Beginning of Work, Time of Completion and Liquidated Damages).

Plans and specifications may be secured from the Transportation Agency, 1555 Berger Drive, San Jose, California 95112, upon the payment of \$5.00 per set as a deposit. If these documents are returned in good condition within ten (10) days after the date set for the opening of the bids, the full amount of the deposit will be returned with the bid submitted to the Clerk of the Board of Supervisors.

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 Board of Supervisors of the County of Santa Clara, State of California, on July 1, 1975.

(signed) Donald M. Rains, Clerk
of the Board of Supervisors

PUB: 7/9 - 7/16/75