

10 April 30, 1991

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

CODE ~~128~~ ^{ROAD} 2676 Lawrence Expressway
Job Description Prospect Rd to Hwy 280
Resurfacing
CODE ROAD NO. _____ ROAD NAME _____
BID OPENING DATE: May 30, 1991 TIME: 2:00 P.M.
Job No. 91-13 Contract Date 6-18-91 (#9)

LIBRARY PROCESSING

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

COMMENTS:

NO FEE ²

MAR 20 10 23 AM '92

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

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

Oliver De Silva

as Contractor therein, bearing the date June 18, 1991

for construction of "Lawrence Expressway Resurfacing Project Between Prospect Road and Highway 280"

Contract No. 91-13, 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 FEB 25 1992

Upon said contract, Seaboard Surety Company #228603

was surety on the bond given by said Oliver De Silva

the said Contractor, as required by law.

That the title of said County to the real property upon which said work and contract was performed is that of Right-of-Way

That the address of said County is 70 West Hedding Street, San Jose, California, 95110.

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

FEB 25 1992

, authorizing and directing the extension of its name

authenticated by the signature of the Clerk of the said Board of Supervisors on FEB 25 1992

BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA

RECORDER'S MEMO

FAINT WRITING, TYPING, CARBON
COPIES OR DOT MATRIX PRINTERS
MAKE POOR PHOTOGRAPHIC RECORD

DONALD M. RAINS
Clerk of said Board

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

DONALD M. RAINS

, being duly sworn, says:

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

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

ORIGINAL

DONALD M. RAINS
CLERK, BOARD OF SUPERVISORS

FEB 25 1992

Fully executed duplicate original to Oliver de Silva; Original and copy (both pink tagged) to Recorder; conformed copy to T/A-Construction Operations 2/27/92-ej
Recorded Original returned to Processing 3/23/92; Photocopy to T/A Construction Operations 4/14/92 kmk

COUNTY OF SANTA CLARA
CALIFORNIA

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

MEMBERS OF THE BOARD
Michael M. Honda, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

February 27, 1992

Oliver de Silva
12 North Sunset Avenue
San Jose, CA 95116

Dear Gentlepersons:

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

FOR: LAWRENCE EXPRESSWAY RESURFACING BETWEEN PROSPECT ROAD AND
HIGHWAY 280, CONTRACT NO. 91-13

Enclosed you will find a fully executed copy of the above-entitled documents, which the Santa Clara County Board of Supervisors approved at its regularly scheduled meeting on February 25, 1992.

The enclosed is for your records.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Erlene Jones
Deputy Clerk

DMR:ej

Enclosures

TA-Construction Operations

CHANGE ORDER
COUNTY OF SANTA CLARA, CALIFORNIA
TRANSPORTATION AGENCY

Sheet 1 of 1

SD No. 4

Date of Contract June 18, 1991

Change Order No. 1-FINAL

Original Bid \$454,880.00

Contract No. 91-13

Amount as of last C/O \$454,880.00

Original Allowed Time Twenty-five (25) Working Days
Time as of last C/O Twenty-five (25) Working Days

Project: Lawrence Expressway Resurfacing Project Between Prospect Rd. & Hwy. 280

Contractor: Oliver de Silva Address: 12 North Sunset Avenue
San Jose, California 95116
(408) 926-7071

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

INCREASE OF CONTRACT ITEMS OF WORK:

Item No. 3	---	Grind Existing Asphalt Concrete Pavement	
		370.00 SQ-YD @ \$ 2.60 =	\$ 962.00
Item No. 7	---	Adjust Maintenance Hole to Grade	
		5.00 EACH @ \$400.00 =	2,000.00
Item No. 8	---	Adjust Valve & Monument Boxes to Grade	
		3.00 EACH @ \$250.00 =	750.00
TOTAL INCREASE.....			\$ 3,712.00

DECREASE IN CONTRACT ITEMS OF WORK:

Item No. 1	---	Type "B" Asphalt Concrete Aggregate	
		1,315.06 TON @ \$ 28.60 =	\$ 37,610.72
Item No. 2	---	Paving Asphalt	
		65.37 TON @ \$ 28.60 =	1,869.58
Item No. 4	---	Pavement Reinforcing Fabric	
		14,720.00 SQ-YD @ \$.59 =	8,684.80
Item No. 5	---	Paint Traffic Stripes (2 Coats)	
		3,102.00 Sq-FT @ \$.30 =	930.60
Item No. 6	---	Pavement Markers	
		1,005.00 EACH @ \$ 3.10 =	3,115.50
Item No. 9	---	Supplemental Work	
		48,058.62 LS @ \$ 1.00 =	48,058.62
TOTAL DECREASE.....			\$100,269.82

Net ~~(XXXXXX)~~ (Deduction) due to this Change Order - - - - - \$ 96,557.82

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: (XX) Not changed (~~XXXXXX~~) ~~XXXXXX~~ (~~XXXXXX~~) ~~XXXXXX~~

Accepted by: [Signature] Date: 1-30-92

APPROVAL RECOMMENDED

[Signature]
Manager of Construction

[Signature]
Project Engineer

[Signature]
Director, Design & Construction

[Signature]
Asst. Director, Transportation Agency

APPROVED

County Executive

Date:

Chairperson - Board of Supervisors

Date: FEB 25 1992

() Bd. Files

() Contractor (2)

() Construction Div. (2)

() Controller

Zoe Lofgren

C.O. No. _____

ORIGINAL *ing*

FEB 25 1992

Duplicate original to Oliver de Silva; conformed copy to Transportation Agency (TA)-Construction Operations and TA-Finance, and Controller 2/27/92 ej

TRANSMITTAL MEMORANDUM

Page 1 of 2

S.D. 4

1A-2
Prepared by : Strametz
Reviewed by : Burger
Submitted by : Hancock
APPROVED: DIRECTOR Bruce

DATE: January 29, 1992

TRANSIT DISTRICT BOARD: Agenda Date: _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date: February 25, 1992 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date: _____ Item No. _____

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

SUBJECT: Lawrence Expressway Resurfacing Project
Between Prospect Road & Highway 280
Contract No. 91-13 - FAU #M-C014(17)/CRP-L089(369)
Contractor: Oliver De Silva
Change Order No. 1-FINAL

RECOMMENDED ACTION:

It is recommended that the Board approve Contract Change Order No. 1-FINAL to Contract No. 91-13, "Lawrence Expressway Resurfacing Project Between Prospect Road & Highway 280", with a decrease of \$96,557.82 and with no change in contract time. It is also recommended that the Board authorize the execution of the Notice of Completion of Contract and Acceptance of Work.

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

FISCAL IMPLICATIONS:

This change order reflects a decrease in Budget Account No. 0023-6435-2890.

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY. FEB 25 1992

DONALD M. RAINS, Clerk of the Board

By Erline Jones

Deputy Clerk

Board of Supervisors: Michael M. Honda, Zoe Lofgren, Ron Gonzales, Rod Diridon, Dianne McKenna

ORIGINAL

FEB 25 1992

DATE: January 29, 1992

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: February 25, 1992

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: Lawrence Expressway Resurfacing Project
Between Prospect Road & Highway 280
Contract No. 91-13 - FAU #M-C014(17)/CRP-L089(369)
Contractor: Oliver De Silva
Change Order No. 1-FINAL

REASONS FOR RECOMMENDATION:

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

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

BACKGROUND:

Contract No. 91-13 was awarded to Oliver De Silva on June 18, 1991. The Notice to Proceed was issued on July 19, 1991, with the first charged day being July 10, 1991. The contract amount was \$454,880.00 with twenty-five (25) working days of allotted time.

The project consisted of traffic control, roadway excavation, roadway reconstruction with full depth asphalt concrete, grinding asphalt concrete, placing pavement reinforcing fabric, pavement resurfacing with asphalt concrete, raising manhole, water valve box, monument frames and covers to grade, placing pavement markers, and painting traffic stripes and thermoplastic pavement markings.

STEPS FOLLOWING APPROVAL:

The Notice of Completion of Contract and Acceptance of Work is forwarded to the Office of the County Recorder for filing. Thirty-five (35) days following the filing of the Notice of Completion, final payment is released to the contractor by the Transportation Agency in accordance with the Contract Documents.

PDS:vas

Attachments

cc: LGR

T. A. Finance

VCH, JKB/PDS, SRT, MPD, SDD, WLP, CMP

AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "Owner") and OLIVER DE SILVA, INCORPORATED (hereinafter referred to as "Contractor").

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

ARTICLE 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN PROSPECT ROAD AND HIGHWAY 280, CONTRACT NO. 91-13, in accordance with the Contract Documents.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 5 - PREVAILING WAGES

The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. A copy of the Prevailing Wage Rate dated May 28, 1991 is on file with the Clerk of the Board of Supervisors. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

ARTICLE 6 - WORKER'S COMPENSATION

By my signature hereunder, as contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE 7 - AUTHORITY OF STATE OF CALIFORNIA

The improvements contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so required.

ARTICLE 8 - TIME OF COMPLETION

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

ARTICLE 9 - CONTRACTOR'S LICENSE

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of JUNE 18, 1991.

ATTEST

Donald M. Rains
DONALD M. RAINS, Clerk
Board of Supervisors

SANTA CLARA COUNTY BOARD OF SUPERVISORS

Dianne McKenna
DIANNE McKENNA, Chairperson

OLIVER DE SILVA, INCORPORATED

Richard B. Gates
RICHARD B. GATES, PRESIDENT
12 NORTH SUNSET AVENUE
SAN JOSE, CA 95116
Contractor's License No. 141140A

(Acknowledgement for Contractor's Signature)

CORPORATE ACKNOWLEDGMENT

NO. 202

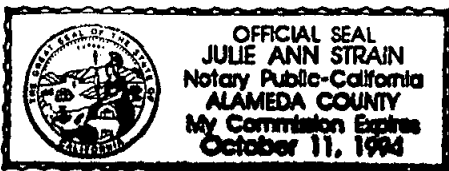
State of California }
County of Alameda } ss.

On this the 25th day of June, 19 91, before me,

Julie Ann Strain
the undersigned Notary Public, personally appeared

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

Julie Ann Strain
Notary's Signature



RCV'D
BO OF SUPERVISORS
CO OF SANTA CLARA

91 JUL 16 P 3:04

Maud - Orsoe - 415-983-5162

Bond # 603

Ledgwick James -

Executed in Duplicate

PAYMENT BOND

Premium Included in Performance Bond

*A+ Rating -
Approved in Federal Register*

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and Oliver de Silva, Inc.

(hereinafter designated as "Principal")

have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to

Lawrence Expressway Resurfacing Project between Prospect Road and Highway 280,

Contract No. 91-13

which said Agreement dated June 18, 19 91
and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made part hereof; and

WHEREAS, said Principal is required by Chapter 5 (Commencing at Section 3224) 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 Seaboard Surety Company
as Surety, are held and firmly bound unto the Public Entity in the penal sum
of Four Hundred Fifty Four Thousand, Eight Hundred Eighty and No/100-----

Dollars(\$ 454,880.00), 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, or to 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 thereof, nor by any change or modification of any terms of payments 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

10th day of July, 19 91

Oliver de Silva, Inc.

(Seal)

BY: Richard B. Gates

(Seal)

Richard B. Gates

President

(Seal)

Principal

Seaboard Surety Company

(Seal)

BY: John W. Davis

(Seal)

John W. Davis, Attorney-in-Fact

(Seal)

Surety

333 Market Street, San Francisco, California 94105

Address

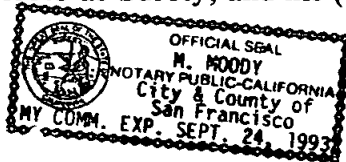
NOTE: Signature of those executing for Surety requires a notarized acknowledgement.

State of California,

City and County of San Francisco

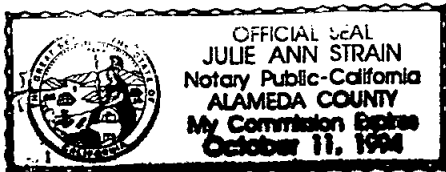
)
) SS.
)

On this 10th day of July, in the year 1991, before me,
a Notary Public personally appeared John W. Davis
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to this instrument as the Attorney-In-Fact of
Seaboard Surety Company and acknowledge to me that
he (she) subscribed the name of Seaboard Surety Company
thereto as Surety, and his (her) own name as Attorney In Fact.



[Signature]
Notary Public

STATE OF CALIFORNIA
COUNTY OF ALAMEDA



On this 12th day of July, in the year 1991, before me

Julie Ann Strain, a Notary Public, State of California,
duly commissioned and sworn, personally appeared
RICHARD B. GATES,

personally known to me (or proved to me on the basis of satisfactory evidence)
to be the President of the corporation
that executed the within instrument, and also known to me to be the
person who executed the within instrument on behalf of the corpora-
tion therein named, and acknowledged to me that such corporation executed
the same *Payment Bond*.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal in the City of Hayward County of Alameda

on the date set forth above in this certificate.

[Signature]
Notary Public, State of California

My commission expires 10/11/94

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement
to Notary Public — Corporation (C. C. Secs. 1190-1190.1)

Certified Copy

No. 10758

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

NNNN 2097

POWER OF ATTORNEY

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

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

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

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

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

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 29th day of January, 1990.



Attest:

(Seal)

Diana M. Kleret
Assistant Secretary

SEABOARD SURETY COMPANY,

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY ss.:

COUNTY OF SOMERSET

On this 29th day of January, 1990, before me personally appeared Michael B. Keegan, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

FELICE M. ZUBRYCKI

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires June 4, 1991

[Signature]
Notary Public

(Seal)



CERTIFICATE

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this day of January, 1990.



Mia A. Rispoli
Assistant Secretary

Form 957 (Rev. 7/84)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to Oliver de Silva, Inc.

(hereinafter designated as "Principal")

a contract for Lawrence Expressway Resurfacing Project between Prospect Road
and Highway 280, Contract No. 91-13; and

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

NOW, THEREFORE, we, the Principal and Seaboard Surety Company

as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of

Four Hundred Fifty Four Thousand, Eight Hundred Eighty and No/100-----
(\$ 454,880.00) 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 bound 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, which Contract is incorporated and made a part hereof by this reference, and any alteration thereof made and in the manner therein specified, and in all respects according to their 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, alternation or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 the County and judgment is recovered, Surety shall pay all costs incurred by the 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 10th day of July, 19 91.

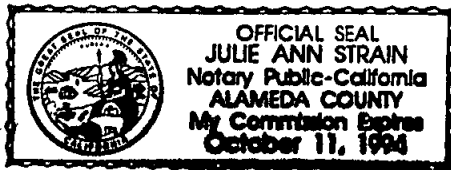
Oliver de Silva, Inc. (Seal)
BY: [Signature] (Seal)
Richard B. Gates
President (Seal)
Principal

Seaboard Surety Company (Seal)
BY: [Signature] (Seal)
John W. Davis,
Attorney-in-Fact (Seal)
Surety

333 Market Street,
San Francisco, California 94105
Address

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

STATE OF CALIFORNIA
COUNTY OF ALAMEDA



On this 12th day of July 1991 before me
Julie Ann Strain, a Notary Public, State of California,
duly commissioned and sworn, personally appeared
RICHARD B. GATES,
personally known to me (or proved to me on the basis of satisfactory evidence)
to be the President of the corporation
that executed the within instrument, and also known to me to be the
person who executed the within instrument on behalf of the corpora-
tion therein named, and acknowledged to me that such corporation executed
the same Performance Bond

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal in the City of Hayward County of Alameda

on the date set forth above in this certificate.

Julie Ann Strain
Notary Public, State of California
My commission expires 10/11/94

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

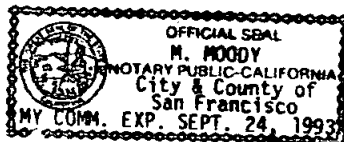
Cowdery's Form No. 28 — Acknowledgement
to Notary Public — Corporation (C. C. Secs. 1190-1190.1)

State of California,

City and County of San Francisco

)
) SS.
)

On this 10th day of July, in the year 1991, before me,
a Notary Public personally appeared John W. Davis,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to this instrument as the Attorney-In-Fact of
Seaboard Surety Company and acknowledge to me that
he (she) subscribed the name of Seaboard Surety Company
thereto as Surety, and his (her) own name as Attorney In Fact.



[Signature]

Notary Public



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

07/22/91

PRODUCER

Winn & Co. Insurance Brokers
P.O. Box 220
Hollister, CA. 95024-0220

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Underwriters at Lloyds of London & Certain Companies
COMPANY LETTER	B	Transportation/CNA (S.F.)
COMPANY LETTER	C	Royal Surplus Lines Ins. Co
COMPANY LETTER	D	CNA Casualty/CNA (S.F.)
COMPANY LETTER	E	American Motorists/Kemper

INSURED

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURANCE	AGGREGATE
A	GENERAL LIABILITY	IW012340	1/01/91	1/01/92	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$1000	\$2000
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY		\$1000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
B	AUTOMOBILE LIABILITY	900279515	4/01/91	4/01/92	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$1000	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> GARAGE LIABILITY						
C	EXCESS LIABILITY	KHN103270	4/01/91	1/01/92	BI & PD COMBINED	\$	\$
	<input checked="" type="checkbox"/> UMBRELLA FORM					5000	5000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	PWC507828423	4/01/91	4/01/92	STATUTORY		
		Empl Liab CA. \$1,000,000				\$1000 (EACH ACCIDENT)	
		Empl Liab Other States, \$100,000				\$1000 (DISEASE-POLICY LIMIT)	
						\$1000 (DISEASE-EACH EMPLOYEE)	
E	OTHER Contractor's Equipment Owned/Leased/Borrowed Course of Construction	3.HG17117-00	4/01/91	4/01/92	All Risk Blanket	\$10,000,000 Ded. \$10,000	\$10,000/Limit \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: LAWRENCE EXPRESSWAY RESURFACING BETWEEN PROSPECT RD. & HWY 280-CONTRACT 191-13 2010

*All Risk subject to Policy Exclusions, Limitations and Endorsements

CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
CNTY GOVT CENTER EAST WING
70 WEST HEDDING ST.
SAN JOSE, CA. 95110
1- 5

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICES SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michelle A. Acord Representative

Policy Number: IWOM2340
OLIVER deSILVA, INC.

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Person Or Organization:
COUNTY OF SANTA CLARA AND
MEMBERS OF THE BOARD OF
SUPERVISORS OF THE COUNTY
OF SANTA CLARA AND THE
OFFICERS, AGENTS & EMPLOY-

LAWRENCE EXPRESSWAY RESURFACING
BETWEEN PROSPECT RD. & HWY 280
CONTRACT #91-13

EES OF THE COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY.
- 70 WEST HEDDING ST., 10TH FLOOR, SAN JOSE, CA. 95110
(If no entry appears above, information required to complete this
endorsement will be shown in the Declarations as applicable to this
endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured
the person or organization shown in the Schedule, but only with
respect to liability arising out of "your work" for that insured by
or for you.

PRIMARY INSURANCE: The insurance provided herein is primary coverage
to COUNTY OF SANTA CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SANTA CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE
COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY with respect to any
insurance or self insurance programs maintained by COUNTY OF SANTA
CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA
CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE COUNTY OF SANTA
CLARA INDIVIDUALLY & COLLECTIVELY and no insurance held or owned by to
COUNTY OF SANTA CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE
COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY shall be called upon
to contribute to a loss.

*Oliver de Silva, INC.*

GENERAL ENGINEERING CONTRACTOR

TELEPHONE (408) 926-70

P.O. BOX 30006 • SAN JOSE, CALIFORNIA 951

STATE CONTRACTOR'S LICENSE NO. 14114

FACSIMILE COVER SHEETDATE: July 23, 1991 TIME: _____JOB & LOCATION: 21-112

Please deliver the following pages immediately to:

NAME: Orlene JonesFIRM: County of Santa ClaraCITY: San JoseFACSIMILE PHONE NUMBER: (408) 298-8460OFFICE PHONE NUMBER: (408) 299-4321

NUMBER OF PAGES (including cover page): _____

SENDER: Jerry VicenteFACSIMILE OPERATOR: Jerry Vicente

If you have any problems in receiving this transmission, please contact the facsimile operator.

SENDER FACSIMILE PHONE NUMBER: (408) 258-6435

OFFICE or GENERAL PHONE NUMBER: (408) 926-7071

**CERTIFICATE OF INSURANCE**

ISSUE DATE MM/DD/YY

07/22/91

PRODUCER

Winn & Co. Insurance Brokers
P.O. Box 220
Hollister, CA. 95024-0220

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Underwriters at Lloyds of London & Certain Companies
COMPANY LETTER	B	Transportation/CNA (S.F.)
COMPANY LETTER	C	Royal Surplus Lines Ins. Co
COMPANY LETTER	D	CNA Casualty/CNA (S.F.)
COMPANY LETTER	E	American Motorists/Kemper

INSURED

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					PROPERTY DAMAGE	BODILY INJURY	PERSONAL INJURY
A	GENERAL LIABILITY	IWOM2340	4/01/91	4/01/92			
<input checked="" type="checkbox"/>	COMPREHENSIVE FORM						
<input checked="" type="checkbox"/>	PREMISES/OPERATIONS						
<input checked="" type="checkbox"/>	UNDERGROUND						
<input checked="" type="checkbox"/>	EXPLOSION & COLLAPSE HAZARD						
<input checked="" type="checkbox"/>	PRODUCTS/COMPLETED OPERATIONS						
<input checked="" type="checkbox"/>	CONTRACTUAL						
<input checked="" type="checkbox"/>	INDEPENDENT CONTRACTORS						
<input checked="" type="checkbox"/>	BROAD FORM PROPERTY DAMAGE						
<input checked="" type="checkbox"/>	PERSONAL INJURY						
B	AUTOMOBILE LIABILITY	900279515	4/01/91	4/01/92			
<input checked="" type="checkbox"/>	ANY AUTO						
<input checked="" type="checkbox"/>	ALL OWNED AUTOS (PRIV. PASS.)						
<input checked="" type="checkbox"/>	ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)						
<input checked="" type="checkbox"/>	HIRED AUTOS						
<input checked="" type="checkbox"/>	NON OWNED AUTOS						
<input type="checkbox"/>	GARAGE LIABILITY						
C	EXCESS LIABILITY	RHN003270	4/01/91	4/01/92			
<input checked="" type="checkbox"/>	UMBRELLA FORM						
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM						
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	PWC507828428	4/01/91	4/01/92			
		Empl Liab CA. \$1,000,000					
		Empl Liab Other States, \$100,000					
E	OTHER Contractor's Equipment Owned/Leased/Borrowed Course of Construction	3AM617117-00	4/01/91	4/01/92			

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLE/SPECIAL ITEMS RE: LAWRENCE EXPRESSWAY RESURFACING BETWEEN PROSPECT RD. & HWY 280-CONTRACT #91-13 2010

*All Risk subject to Policy Exclusions, Limitations and Endorsements

CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
CNTY GOVT CENTER EAST WING
70 WEST HEDDING ST.
SAN JOSE, CA. 95110
1- 5

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. THE POLICY WILL REMAIN IN FULL FORCE UNTIL THE NOTICE PERIOD HAS EXPIRED. THE POLICY WILL REMAIN IN FULL FORCE UNTIL THE NOTICE PERIOD HAS EXPIRED. THE POLICY WILL REMAIN IN FULL FORCE UNTIL THE NOTICE PERIOD HAS EXPIRED.

Signature: *Michael J. Costa* Date: *7/22/91*

Policy Number: IWOM2340
 OLIVER deSILVA, INC.

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED— OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Person Or Organization:

COUNTY OF SANTA CLARA AND
 MEMBERS OF THE BOARD OF
 SUPERVISORS OF THE COUNTY
 OF SANTA CLARA AND THE
 OFFICERS, AGENTS & EMPLOY-

LAWRENCE EXPRESSWAY RESURFACING
 BETWEEN PROSPECT RD. & HWY 280
 CONTRACT #91-13

EEES OF THE COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY.

- 70 WEST HEDDING ST., 10TH FLOOR, SAN JOSE, CA. 95110

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

PRIMARY INSURANCE: The insurance provided herein is primary coverage to COUNTY OF SANTA CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY with respect to any insurance or self insurance programs maintained by COUNTY OF SANTA CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY and no insurance held or owned by to COUNTY OF SANTA CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY shall be called upon to contribute to a loss.

07. 19. 91

04:13

*OLIVER DE SILVA S. J. P.01

**Oliver de Silva, INC.**

GENERAL ENGINEERING CONTRACTORS

TELEPHONE (408) 926-7071

P.O. BOX 30008 • SAN JOSE, CALIFORNIA 95158

STATE CONTRACTOR'S LICENSE NO. 141140A

FACSIMILE COVER SHEETDATE: July 19, 1991

TIME: _____

JOB & LOCATION: 21-112

Please deliver the following pages immediately to:

NAME: Orlene JonesFIRM: County of Santa ClaraCITY: San JoseFACSIMILE PHONE NUMBER: (408) 298-8460OFFICE PHONE NUMBER: (408) 299-4321

NUMBER OF PAGES (including cover page): _____

SENDER: Jenny VicenteFACSIMILE OPERATOR: Jenny Vicente

If you have any problems in receiving this transmission, please contact the facsimile operator.

SENDER FACSIMILE PHONE NUMBER: (408) 258-6435

OFFICE or GENERAL PHONE NUMBER: (408) 926-7071

MESSAGE: _____

exord.

CERTIFICATE OF INSURANCE

7/19/91

Winn & Co. Insurance Brokers
P.O. Box 220
Hollister, CA. 95024-0220

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

INS. 1862

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Underwriters at Lloyds of London & Certain Companies

COMPANY LETTER **Transportation/CNA (S.F.)**

COMPANY LETTER C Royal Surplus Lines Ins. Co

COMPANY LETTER **D** CNA Casualty/CNA (S.F.)

COMPANY LETTER ☒ American Motorists/Kemper

COVER RAGS

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY OR POLICY DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
				CASH OCCURRENCE	AGGREGATE	
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> UNDERGROUND <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> MODIFIED FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> PERSONAL INJURY	IWOM2340	4/01/91	4/31/92	BODILY INJURY \$ \$ \$ \$1000 \$2000 PERSONAL INJURY \$1000		
B AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS) <input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> DAMAGE LIABILITY	900279515	4/01/91	4/31/92	BODILY INJURY (PRIV. PASS) \$ BODILY INJURY (OTHER THAN PRIV. PASS) \$ PROPERTY DAMAGE \$ B&P COMBINED \$1000		
C EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	KHN003270	4/01/91	4/01/92	B&P COMBINED \$ \$ 5000 5000		
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PWC507828428	4/01/91	4/01/92	STATUTORY \$1000 EACH ACCIDENT \$1000 (DISEASE-POLICY LIMIT) \$1000 (DISEASE-EACH EMPLOYEE)		
E OTHER Course of Construction	3AM617117-00	4/01/91	4/01/92	All Risk Limit-\$3,000,000 Inc. Quake & Flood		

DESCRIPTION OF OPERATIONS LOCATION/VEHICLE/SPECIAL ITEMS

RE: LAWRENCE EXPRESSWAY RESURFACING BETWEEN
CT #91-13 2010

*All Risk subject to Policy Exclusions, Limitations and Endorsements

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL, ENDORSE TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (NAVED TO THE LEFT) BUT WILL NOT MAKE SUCH NOTICE MAIL, MADE NO DELIVERY OF ANY OF ANY KIND, UNLESS THE COMPANY IS AGENT OR REPRESENTATIVE

07. 19. 91
07-19. 91

04:13 PM
04:02 PM

*OLIVER DE SILVA S. J. P03
WINN & COMPANY F03

Policy Number: IWOM2340
OLIVER deSILVA, INC.

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Person Or Organization:
COUNTY OF SANTA CLARA AND
MEMBERS OF THE BOARD OF
SUPERVISORS OF THE COUNTY
OF SANTA CLARA AND THE
OFFICERS, AGENTS & EMPLOY.

LAWRENCE EXPRESSWAY RESURFACING
BETWEEN PROSPECT RD. & HWY 280
CONTRACT #91-13

EEES OF THE COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY.
- 70 WEST HEDDING ST., 10TH FLOOR, SAN JOSE, CA. 95110
(If no entry appears above, information required to complete this
endorsement will be shown in the Declarations as applicable to this
endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured
the person or organization shown in the Schedule, but only with
respect to liability arising out of "your work" for that insured by
or for you.

PRIMARY INSURANCE: The insurance provided herein is primary coverage
to COUNTY OF SANTA CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SANTA CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE
COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY with respect to any
insurance or self insurance programs maintained by COUNTY OF SANTA
CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA
CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE COUNTY OF SANTA
CLARA INDIVIDUALLY & COLLECTIVELY and no insurance held or owned by to
COUNTY OF SANTA CLARA AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA AND THE OFFICERS, AGENTS & EMPLOYEES OF THE
COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY shall be called upon
to contribute to a loss.



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
07/18/91

PRODUCER

Winn & Co. Insurance Brokers
P.O. Box 220
Hollister, CA. 95024-0220

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Underwriters at Lloyds of London & certain Companies
COMPANY LETTER B	Transportation/CNA (S.F.)
COMPANY LETTER C	Royal Surplus Lines Ins. Co
COMPANY LETTER D	CNA Casualty/CNA (S.F.)
COMPANY LETTER E	American Motorists/Amper

INSURED

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

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	170H12340	4/01/91	4/01/92	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$ 1000	\$ 200
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY		\$ 100
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
	AUTOMOBILE LIABILITY	000279515	4/01/91	4/01/92	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 1000	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY	11HN003270	4/01/91	4/01/92	BI & PD COMBINED	\$ 5000	\$ 500
	<input checked="" type="checkbox"/> UMBRELLA FORM						
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	PWC507328428	4/01/91	4/01/92	STATUTORY	\$ 100 (EACH ACCIDENT)	
		Empl Liab CA. \$1,000,000				\$ 100 (DISEASE-POLICY LIMIT)	
		Empl Liab Other States, \$100,000				\$ 100 (DISEASE-EACH EMPLOYEE)	
E	OTHER	3AM617117-00	1/01/91	1/01/92	* All Risk		
	Contractors Equip				Blanket-\$10,000,000		
	Owned/Leased/Borrowed				Deductible: \$10,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: LAWRENCE EXPRESSWAY RESURFACING BETWEEN PROSPECT RD. & HWY 880-CONTRACT 91-13 2010

*All Risk subject to Policy Exclusions, Limitations and Endorsements

CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
CNTY GOVT CENTER EAST WING
70 WEST HEDDING ST.
SAN JOSE, CA. 95113

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICES SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RCV'D
BD OF SUPERVISORS
CO OF SANTA CLARA

91 JUL 19 12:08

Policy Number: IWOM2340
OLIVER deSILVA, INC.

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Person Or Organization:

COUNTY OF SANTA CLARA AND
MEMBERS OF THE BOARD OF
SUPERVISORS OF THE COUNTY
OF SANTA CLARA AND THE
OFFICERS, AGENTS & EMPLOY-
EES OF THE COUNTY OF SANTA CLARA INDIVIDUALLY & COLLECTIVELY.

LAWRENCE EXPRESSWAY RESURFACING
BETWEEN PROSPECT RD. & HWY 280
CONTRACT #91-13

- 70 WEST HEDDING ST., 10TH FLOOR, SAN JOSE, CA. 95110

(If no entry appears above, information required to complete this
endorsement will be shown in the Declarations as applicable to this
endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured
the person or organization shown in the Schedule, but only with
respect to liability arising out of "your work" for that insured by
or for you.

BOARD AWARDED CONSTRUCTION CONTRACTS
INSURANCE INFORMATION

1. CONTRACT NUMBER: 91-13
2. CONTRACTOR: OLIVER DE SILVA, INCORPORATED
3. PROJECT NAME: LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN
PROSPECT ROAD AND HIGHWAY 280
4. DEPARTMENT: TRANSPORTATION AGENCY
CONTACT & PHONE: STEVE TATY 299-2591
5. COMPLIANCE: YES MAINT. PERIOD: _____ MAINT. TYPE: _____
6. EFFECTIVE DATE EST COMPL DATE ACCEPT DATE
August 9, 1991 25 WORKING DAYS _____
7. INSURANCE AGENT: WINN & COMPANY
ADDRESS: 321 - 5TH STREET
HOLLISTER, CA 95023

INSURANCE CO.: A. LLOYDS OF LONDON & CERTAIN COMPANIES

8. COVERAGE

	POLICY NO.	COVERAGE	EXPIRATION DATE
A.			00/00/00
B.			
C.			
D.			

9. SURETY: SEABOARD SURETY COMPANY

BOND NO.	COVERAGE	EXPIRATION DATE
228603	PAYMENT BOND FOR PUBLIC WORKS PERFORMANCE BOND	25 WORKING DAYS Notice of Completion



COUNTY OF SANTA CLARA
CALIFORNIA

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

MEMBERS OF THE BOARD
Michael M. Honda, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

August 9, 1991

RICHARD B. GATES, PRESIDENT
OLIVER DE SILVA, INCORPORATED
12 NORTH SUNSET AVENUE
SAN JOSE, CA 95116

Dear Mr. Gates:

SUBJECT: AGREEMENT FOR LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN
PROSPECT ROAD AND HIGHWAY 280, 91-13

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

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


Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Erline Jones
Deputy Clerk

DMR:ej

 Enclosure

cc: TRANSPORTATION AGENCY
STEVE TATY 299-2591

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO. 91-13
CHANGE ORDER NO. NONE

BOARD OF SUPERVISORS

SANTA CLARA COUNTY

DATE: August 9, 1991

The following agreement was approved by the Santa Clara County Board of Supervisors at a meeting held on June 18, 1991, Item No. 9.

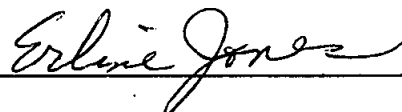
PROJECT TO BE CHARGED: LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN
PROSPECT ROAD AND HIGHWAY 280.

FOR THE AMOUNT OF \$454,880.00.

CONTRACTOR: OLIVER DE SILVA, INC.

COMPLETION DATE: 25 WORKING DAYS.

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)



Deputy Clerk

Erline Jones

CC — FILE ✓
CC — TA-FINANCE

COUNTY OF SANTA CLARA
CALIFORNIA

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

MEMBERS OF THE BOARD
Michael M. Honda, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

June 20, 1991

WINN & COMPANY
321 - 5TH STREET
HOLLISTER, CA 95023

Gentlepersons:

SUBJECT: AGREEMENT FOR LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN
PROSPECT ROAD AND HIGHWAY 280, CONTRACT NO. 91-13

The Board of Supervisors, at its regularly scheduled meeting of JUNE 18, 1991, accepted the bid and authorized execution of the above-mentioned agreement with OLIVER DE SILVA, INCORPORATED, who designated your firm as his Insurance Agent or Broker. In order to comply with the insurance provisions of this agreement, the following items must be returned within 17 days after notification of acceptance of bid:

1. The enclosed Certificate of Insurance which should cover all requirements as noted in attached insurance provisions, as well as the following endorsements:
 - A. Endorsement adding County of Santa Clara as Additional Insureds (see Certificate).
 - B. Endorsement providing Indemnification (Blanket Contractual or Specific Contractual Coverage).
 - C. Thirty-Day written Notice of Cancellation.
 - D. Endorsement to provide XCU Coverage.
 - E. Broad Form Property Damage.
 - F. Personal Injury Coverage.
2. Performance and Payment Bonds to the full amount of the Contract. Partially completed forms are enclosed for your use.

Please transmit all Bonds and Insurance Certificates to this office at the address shown above. Thank you.

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Erline Jones
Deputy Clerk

DMR:ej

Acc: Contractor

Enclosures

COUNTY OF SANTA CLARA
CALIFORNIA

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

MEMBERS OF THE BOARD
Michael M. Honda, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

June 20, 1991

RICHARD B. GATES, PRESIDENT
OLIVER DE SILVA, INCORPORATED
12 NORTH SUNSET AVENUE
SAN JOSE, CA 95116

Dear Mr. Gates:

SUBJECT: AGREEMENT FOR LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN
PROSPECT ROAD AND HIGHWAY 280, CONTRACT NO. 91-13

The Board of Supervisors, at its regularly scheduled meeting on JUNE 18, 1991, accepted your bid and authorized the Chairperson to execute the above-mentioned agreement with OLIVER DE SILVA, INCORPORATED. Enclosed please find the original and a copy of said Agreement. Please have both Agreements executed and notarized before a Notary Public prior to returning them to this office. Also enclosed you will find one copy of your Bid Form. This copy is for your information and files.

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


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

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK


Erlene Jones
Deputy Clerk

DMR:ej

 Enclosures

cc: TRANSPORTATION AGENCY
STEVE TATY 299-2591

STATE OF CALIFORNIA — DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS


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

FROM: AWARDING AGENCY

EXTRACT OF
PUBLIC WORKS CONTRACT AWARD

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

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

2. Name of General Contractor OLIVER DE SILVA, INC.			3. Contractor's License Number 141140 A		
4. Mail Address (Street Number or P. O. Box) 12 North Sunset Ave.			5. City San Jose		
			6. Zip Code 95116		7. Telephone Number (408) 926-7071
8. Address or Location of Public Works Site (Include city and/or county) Lawrence Expressway Resurfacing Project between Prospect Road and Highway 280					
9. Contract or Project Number 91-13			10. Dollar Amount of Contract Award \$454,880.00		
11. Starting Date (Estimated or Actual) <small>MONTH DAY YEAR (USE NUMBERS)</small> 7 / 10 / 91 /		12. Completion Date (Estimated or Actual) <small>MONTH DAY YEAR (USE NUMBERS)</small> 8 / 4 / 91 /		13. Number of Working Days 25 working days	
14. Type of Construction (Highway, school, hospital, etc.) Highway			15. <input type="checkbox"/> NEW CONSTRUCTION <input checked="" type="checkbox"/> ALTERATIONS		
16. Classification or Type of Workman (Carpenter, plumber, etc.) 					
17. Is language included in the Contract Award to effectuate the provisions of Section 1777.5, as required by the Labor Code? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
18. Signature 			19. Title Deputy Clerk		20. Date 6/10/91
21. Printed or Typed Name Erlene Jones			Steve Taty		22. Telephone Number 408-499-2591

Duplication of this form is permissible.

SECTION 112 BID PROPOSAL

FROM: Oliver de Silva, Inc
12 North Sunset Avenue
San Jose, CA 95116
 PHONE: (408) 926-7071

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

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

the undersigned bidder, having become thoroughly familiar with the local conditions affecting the performance and the costs of the Work at the place where the Work is to be done and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the Contract Documents.

Addenda

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

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

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTAL
1.	Type B Asphalt Concrete Aggregate	10,000 Ton	28 ⁶⁰	286,000 ⁰⁰
2.	Paving Asphalt	550 Ton	28 ⁶⁰	15,730 ⁰⁰
3.	Grind Existing Asphalt Concrete Pavement	11,000 sq.yd.	2 ⁶⁰	28,600 ⁰⁰
4.	Pavement Reinforcing Fabric	90,000 sq.yd.	0 ⁵⁹	53,100 ⁰⁰
5.	Paint Traffic Stripes (2 coats)	30,000 sq.ft.	0 ³⁰	9,000 ⁰⁰
6.	Pavement Markers	2,500 ea.	3 ¹⁰	7,750 ⁰⁰
7.	Adjust Maintenance Hole to grade	3 ea.	400 ⁰⁰	1,200 ⁰⁰
8.	Adjust Valve & Monument boxes to grade	2 ea.	250 ⁰⁰	500 ⁰⁰
9.	Supplemental Work	Lump Sum		53,000

TOTAL BID PRICE

Sum of Bid Items 1 thru 9, inclusive:

FOUR HUNDRED FIFTY-FIVE THOUSAND
EIGHT HUNDRED EIGHTY DOLLARS + ^{NO}

(Write bid amount in words and figures)

Dollars \$ 454,880⁰⁰

Bid Form 1

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

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of this proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail in computing the extensions for the totals shown on the bid price schedule, and for purposes of computation of payments for increased or decreased quantities of actual authorized work performed in the completion of the contract. If the proposal contains an arithmetical error in the computation of unit price extensions or in summation of bid item totals, THE OWNER WILL CORRECT AND REVISE THE TOTAL BID PRICE ACCORDINGLY. OWNER WILL NOT MAKE ANY CHANGES IN THE TOTALS SHOWN ON THE BID SCHEDULE FOR "LUMP SUM" OR "FINAL PAY ITEMS".

8. Basis for Award of Contract

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

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

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

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

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

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

Richard B. Crakes - President

Ramsey T. Aalla - Secretary & Treasurer

Robert L. Fisher - Chief Estimator

Licensed in accordance with an act providing for the registration of Contractors in California.

Bidder's license number is 141140 A

The license expiration date is August 31, 1991

The representations made herein are made under penalty of perjury.

Sign and date here:

Signature of Bidder

Date

Robert L. Fisher - Chief Estimator

NOTE: (1) 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.

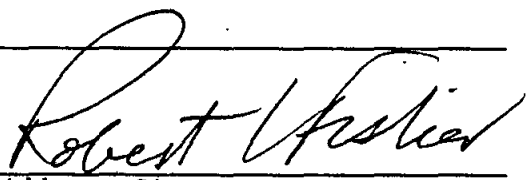
(2) Section 7028.15 of the Public Contract Code, subsection (e) states: A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

DESIGNATION
OF
"SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT"
SUBCONTRACTORS

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

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

NAME OF SUBCONTRACTOR	LOCATION	DIVISION OF WORK
ROBERT RASMUSCH	Street City, Zip STOCKTON Telephone 209.931.1928	GRINDING
SPIRIT OIL	Street 10 TH ST City, Zip SAN JOSE Telephone 800.637.2040	FABRIC
CHRIS P. CO.	Street OSCAR City, Zip FREMONT Telephone 415.656.2840	STRIPES / MARKERS
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	

By: 
 Bidder's Signature
 Robert L. Fisher
 Chief Estimator

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

[illegible]

Firm's Name: Oliver de Silva, Inc

Bidder's Signature

Robert L. Fisher
Chief Estimator

ALVARO DE SILVA
OLIVER DE SILVA
SOUTHERN CRUISE
P.O. BOX 00003
SAN JOSE, CA 95158

DESIGNATION OF INSURANCE AGENT OR BROKER

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

Insurance Agent or Broker Winn & Company
 Street 221 5th Street
 City, Zip Hollister, CA. 95023
 Telephone (408) 631-9241

STATEMENT OF BIDDER

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

Yes _____ No ✓

If you answer is yes, explain the circumstances.

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

Executed at San Jose, CA, on May 30, 1991

Robert L. Fisher
 Signature of Bidder

Robert L. Fisher - Chief Estimator

FAIR EMPLOYMENT PRACTICES PROVISIONS

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

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

The Owner shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor has violated the Fair

Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429. Upon receipt of such written notice from the Fair Employment Practices Commission, the Owner shall notify the contractor that unless he demonstrates to the satisfaction of the Owner within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The contractor agrees that should the Owner determine that the contractor has not complied with the Fair Employment Practices Section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the contractor shall, as a penalty to the Owner, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the contractor. The Owner may deduct any such damages from any monies due the contractor.
6. (a) Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to require or permit the hiring on public works, an employee not permitted by the National Labor Relations Act.
7. Prior to award of the contract, the contractor shall certify to the Owner that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the Owner:
 - (a) The contractor shall provide evidence, as required by the Owner, that he provide evidence, as required by the Owner, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (b) The contractor shall provide evidence, as required by the Owner, that he has notified all sources of employee referrals, (including unions, employment agencies, advertisements, department of employment) of the content of the anti-discrimination clause.
 - (c) The contractor shall file a basic compliance report, as required by the Owner. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining who to hire, or whether or not to hire.

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

SEAL:

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

FAIR EMPLOYMENT PRACTICES CERTIFICATION

To the County of Santa Clara

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

Oliver de Silva, Inc.

Robert Fisher

Signature of Bidder

Robert L. Fisher - Chief Estimator

12 North Gungul Avenue
Business Address *San Jose, CA. 95116*

Ormaiztegui
Place of Residence

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

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

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

c. DBE Records

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

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

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

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


Bidder's Signature

Robert V. Fisher - Chief estimator

Date

May 30, 1991

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS**

The bidder Oliver de Silva, Inc. proposed subcontractor _____, herein certifies that he has ✓, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive orders 10925, 11114, or 11246 (as amended by 11375), and that he has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Oliver de Silva, Inc.
(Company)
By: Robert L. Fisher
Robert L. Fisher
Chief Estimator
(Title)

Date: May 30, 1991

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Form HC-44

BUY AMERICA CERTIFICATION
(Steel of Manufactured Products)

CFR 661.6- Certification requirement for procurement of steel or manufactured products.

If steel or manufactured products (as defined in Section 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements contained in Section 661.13(b) of this part.

Certificate of Compliance with Section 165 (a)-

The bidder hereby certifies that it will comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR part 661.

DATE May 30, 1991
SIGNATURE Robert V. Fisher
TITLE Chief Estimator

Certificate for Noncompliance with Section 165 (a)-

The bidder hereby certifies that it cannot comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165 (b) (2) or (b) (4) of the Surface Transportation Assistance Act and regulations in 49 CFR part 661.7.

DATE May 30, 1991
SIGNATURE _____
TITLE Robert V. Fisher
Chief Estimator

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ☒ _____

If the answer is yes, explain the circumstances in the following space.

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

Executed at

San Jose, CA.

on

May 30, 1991

Robert A. Foster

Note: If this declaration is signed outside the State of California, the signature will require a notarized acknowledgment.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

Executed at San Jose, CA, on May 20, 1991
Robert Chishev

Note: If this declaration is signed outside the State of California, the signature will require a notarized acknowledgment.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

Executed this 20th day of May, 1991

By Robert V. Fisher
Robert V. Fisher - Chief Estimator

Note: Providing false information may result in criminal prosecution or administrative sanctions.

October 12, 1990

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, Robert L. Fisher, hereby certify on
behalf of Oliver de Silva, Inc. that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 30th day of May, 1991

By

Robert L. Fisher
Robert L. Fisher - Chief Estimator

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Oliver de Silva, Inc.

as Principal, and Seaboard Surety Company

as Surety, are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called the 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 the County for certain construction specifically described as follows, for which bids are to be opened on May 30, 1991 has been submitted by principal to County:

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

Lawrence Expressway Resurfacing Project
Between Prospect Road and Highway 280

NOV, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or if no period be specified, within twenty (20) days after the prescribed forms are presented to him/her for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the 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.

Bid Bond

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 the County and judgment is re-covered, the Surety shall pay all costs incurred by the 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
30th day of May, 19 91.

Oliver de Silva, Inc. (Seal)

BY: Robert L. Fisher (Seal)

ROBERT L. FISHER
CHIEF ESTIMATOR (Seal)
Principal

Seaboard Surety Company (Seal)

BY: John W. Davis (Seal)

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

333 Market Street,

San Francisco, California 94105
Address

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

GENERAL ACKNOWLEDGMENT

NO. 201

State of California
County of Alameda } SS.

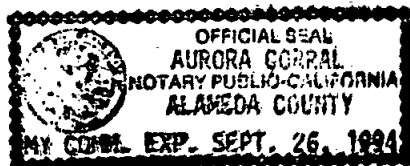
On this the 30th day of May, 1991, before me,

Aurora Corral

the undersigned Notary Public, personally appeared

Robert L. Fisher

☒ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.



Aurora Corral
Notary's Signature

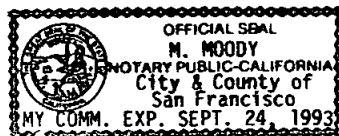
7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91365-4625

State of California,)
City and County of San Francisco) SS.

On this 30th day of May, in the year 1991, before me,
a Notary Public personally appeared John W. Davis,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to this instrument as the Attorney-In-Fact of
and acknowledge to me that

Seaboard Surety Company
he (she) subscribed the name of Seaboard Surety Company
thereto as Surety, and his (her) own name as Attorney In Fact.



M. Moody
Notary Public

Certified Copy

No. 10758

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

NNNN 2007

POWER OF ATTORNEY

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

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

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

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

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

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 29th day of January, 1990.



Attest:

(Seal)

Diana M. Kleret
Assistant Secretary

SEABOARD SURETY COMPANY,

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET

ss.:

On this 29th day of January, 1990, before me personally appeared Michael B. Keegan, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

FELICE M. ZUBRYCKI

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires June 4, 1991

[Signature]
Notary Public

(Seal)



CERTIFICATE

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 30th day of May, 1991.



Mia A. Respoli
Assistant Secretary

Form 957 (Rev. 7/84)

Rock



(Circle Appropriate Agenda)

To: TRANSIT DISTRICT BOARD

COUNTY BOARD-TA

For Board Approval on 6/18/91

(Agenda Date)

Bid Opening Date: MAY 30, 1991

Number of Bids 5

Project:

LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN PROSPECT ROAD AND I-280.

Engineer's

Estimate: \$ 500,000

DBE Goals 8% ☐ N/A

Reasonable

Price: \$ 550,000

Met Goals or
Good Faith Effort

Low Bid: \$ 454,880

Actual DBE 12.7% ☒ Yes ☐ No

(w X /m) *See 6/12/91*

By: OLIVER DE SILVA, INC.

☒ RECOMMEND AWARD TO LOW BIDDER & RATIFICATION OF ADDENDA # NONE (ATTACHED)

☐ RECOMMEND AWARD TO nd rd th LOW BIDDER:
& RATIFICATION OF ADDENDA # (ATTACHED)

Met Goals or
Good Faith Effort

Bid: \$

Actual DBE % ☐ Yes ☐ No

(w /m)

☐ POSTPONE AWARD WEEK(S) PENDING APPROVAL OF

☐ REJECT ALL BIDS. READVERTISE ON (Date); WITH BID OPENING ON (Date)

☐ REJECT ALL BIDS. LOW BID HIGHER THAN REASONABLE PRICE
Plans will be modified & project readvertised.

☐ SIGNIFICANT VARIANCE (see attached report)

☐ BID IRREGULARITY (see attached report)

Approved:

John R. Ho
James J. Cardwell
Deputy Director
John R. Ho
Agency Director

Project Manager

299-7932

(Phone)

RC Manager

Deputy Director

Agency Director

06/11/91

(Date)

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY
DONALD M. RAINS, Clerk of the Board
By *Erline Jones*
Deputy Clerk

JUN 18 1991

ORIGINAL

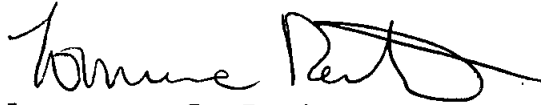
May 30, 1991

To: Clerk of the Board of Supervisors
Subject: Bid Opening May 30, 1991
Lawrence Expwy. Resurfacing Project
btwn. Prospect Rd. & Hwy.280.

The Engineer's Estimate for subject project
is \$ 500,000.00.

In accordance with the contract documents, the
reasonable bid amount is \$ 550,000.00.
This amount is 10% above the Engineer's Estimate.

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



Lawrence G. Reuter
Director

MAY 30, 1991

LAWRENCE EXPRESSWAY RESURFACING PROJECT BETWEEN PROSPECT RD. & HWY. 280

O'GRADY PAVING

464,190

WATTIS CONST. CO.

462,465

OLIVER DE SILVA, INC.

* 454,880

O. C. JONES & SONS

493,015

J. F. HOURIGAN CO.

RASMUSSEN CONST.

GRANITE CONST.

CHRISP CO.

RAISCH/GRADEWAY CONST. *RGW*

462,675

PAVEX CONST. CO.

COLLISHAW CONST.

ADVANTAGE STRIPING

STEVENS CREEK QUARRY

BOBBIE MACK GRINDING CO., INC.

TRAFFIC LIMITED

ENGINEER'S ESTIMATE
Victor Ho 299-7932

\$ 500,000

Reasonable Bid

\$ 550,000

ORIGINAL

JUN 18 1991

SECTION 100 NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California in the Office of the Clerk of the Board of Supervisors, County Government Center, 10th Floor, East Wing, 70 West Hedding Street, San Jose, California.

95110, up to 2:00 p.m. o'clock _____

LAWRENCE EXPRESSWAY between Prospect Rd. and Hwy. 280

at which time bids will be publicly opened and read at the time and place as stated above, by the Clerk of the Board of Supervisors.
The work consists of asphalt concrete paving and its related work

DBE GOAL FOR THIS PROJECT:

The Santa Clara County Transportation Agency/Transit District has established the following goal for Disadvantaged Business Enterprises (DBE) participation for this project

Disadvantaged Business Enterprises: 8% Percent.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982.

Wage Rates

Minimum wage rates for this project as predetermined by the Secretary of Labor are set forth in the special provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and prevailing wage rates determined by the Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of the Department of Industrial Relations, which rates are filed in the office of the Clerk of the Board of Supervisors, incorporated herein by reference and copies of which are available to any interested parties on request. These wage rates appear in the Department of Transportation publication entitled General Prevailing Wage Rates dated April 15, 1991. Future effective wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publication.

ORIGINAL

Section 100, Page 1

APR 30 1991

Substitution of Securities

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

Water Use Restrictions

Ordinances currently in force in this area prohibit the use, for construction purposes, of potable water from regular water supply sources.

It is also the policy of Santa Clara County Transportation Agency that nonpotable, reclaimed water shall be used for its construction projects, including this project.

The attention of bidders is directed to Special Provision, Section 111 for further information. Bidders should also note the conditions under which water sources other than the source identified in Section 111 may be used.

Time of Completion

The time limit for the completion of work is 25 ~~calendar~~/working days commencing on the 20th day following Notice of Award by the County. The scope of work, completion time, and the amount of liquidated damages for each increment of work are set forth in Special Provisions Section 104.

Plans and Bidding Documents

Project plans and bidding documents may be acquired at Room 204, Building 2, 1555 Berger Drive (County Services Center), San Jose, California 95112, upon payment of \$25 per set as a deposit. If these documents are returned in good condition within ten (10) days after the date set for the opening of bids, the full amount of the deposit will be returned. In the case where the planholder submits a bid to the Clerk of the Board of Supervisors, the full amount of the deposit will be returned if the project plans are returned in good condition within ten (10) days after the date set for the opening of bids.

A copy of the Santa Clara County Standard Specifications may be secured in Room 204, Building 2, 1555 Berger Drive, San Jose, California 95112.

Bid Submittal

Executed Payment Bond, Performance Bond, Agreement and Certificate of Insurance are required to be filed and approved by the Board of Supervisors prior to the issuance of the Notice to Proceed.

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 shall be submitted in the forms furnished in these Contract Documents.

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

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

Contractor License

The Contractor shall possess either a Class A license or a combination of Class C-12 and C-32

licenses at the time of bid deposit.

Pre-Bid Opening Conference

A Pre-Bid Opening Conference will be held on May 23, 1991 at 9:00 AM in conference room number 180 of the Santa Clara County Transportation Agency, 1555 Berger Drive, Building #2, San Jose, California 95112. Representatives of the Transportation Agency will be present to discuss:

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

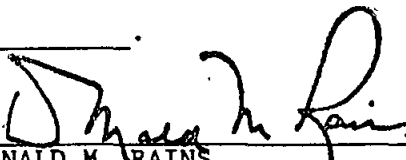
This meeting is to inform bidders and potential subcontractors of subcontracting and material supply opportunities. Bidders' attendance at this meeting may be one consideration of the reasonable good-faith efforts, set forth in Section 103-1 Award of Contract, made to obtain Disadvantaged Business Enterprise participation goals.

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

Bids are required for the entire work described herein. This contract is subject to state contract nondiscrimination and compliance requirements.

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

APR 30 1991



DONALD M. RAINS
Clerk of the Board of Supervisors

COUNTY OF SANTA CLARA
CALIFORNIA

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

MEMBERS OF THE BOARD
Michael M. Honda, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

May 3, 1991

Cambrian News-Campbell Express
267 E. Campbell Avenue
Campbell, CA 95008

Attention: Kathy Hanchett - Legal Department

Dear Gentilepersons:

SUBJECT: PUBLICATION OF ENCLOSED NOTICE TO BIDDERS
REPRINTS: NONE

Please publish the enclosed Notice to Bidders on Wednesday, May 8,
and Wednesday, May 15, 1991.

The enclosed relates to Lawrence Expressway Resurfacing Project
between Prospect Road and Highway 280.

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

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Erline Jones
Deputy Clerk

DMR:ej

Enclosure

f cc: Jo Melvin
TA-Construction Operations

TRANSMITTAL MEMORANDUM

PAGE 1 of 2

S.D. 4

Prepared by: H. Kurotori
Reviewed by: J. L. Cardwell
Submitted by: Scotty A. Bruce
APPROVED: DIRECTOR *fm*

DATE: April 16, 1991

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date April 30, 1991 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: Scotty A. Bruce, Deputy Director
Design and Construction

SUBJECT: CONTRACT DOCUMENTS FOR THE RESURFACING OF LAWRENCE EXPRESSWAY
BETWEEN PROSPECT ROAD AND I-280

RECOMMENDED ACTION:

Approve and authorize the advertisement of the contract documents for the resurfacing of portions of Lawrence Expressway between Prospect Road and I-280.

The bid opening is May 30, 1991. Plans and specifications will be available in Room 204, 1555 Berger Drive, San Jose, at \$25.00 deposit per set.

Time allotment for construction is 25 working days and the DBE/WBE goal is 8%.

FISCAL IMPLICATIONS:

Funding for this project has been budgeted in 0023-6435-2890. There are no long-term fiscal implications from this project.

It is County policy not to publish the engineer's estimate.

REASONS FOR RECOMMENDATION:

This resurfacing project is a part of the long-term maintenance program for the County Expressway System.

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY APR 30 1991

DONALD M. RAINS, Clerk of the Board

By *Erline Jones* Deputy Clerk

ORIGINAL

APR 30 1991

Approved copy to Transportation Agency-Construction Operations 5/3/91 ej

Page 2 of 2

Date: April 16, 1991

COUNTY BOARD OF SUPERVISORS: Agenda Date: April 30, 1991 Item: _____

SUBJECT: CONTRACT DOCUMENTS FOR THE RESURFACING OF LAWRENCE EXPRESSWAY
BETWEEN PROSPECT ROAD AND I-280

BACKGROUND:

The project is included in the County's Federal Aid Urban (FAU) program and will be funded 85.87% by FAU and 14.13% by County matching funds.

STEPS FOLLOWING APPROVAL:

Proceed for advertising.

SAB:VCH:rh
Attachments

cc: JLC
AVJ
HH

[783]

RECEIVED
MAY 1 1991

100 DE 20A

Proof of Publication

(2015.5 C.C.P.)



267 E. Campbell Avenue, Campbell, CA 95008
(408) 374-9700
Fax: (408) 374-0813

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 Campbell Express/Cambrian News, a newspaper of general circulation, printed and published each Wednesday in the City of Campbell, 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 is 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 in the following dates, to-wit:

May 8, 1991

all in the year 19 91.

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

Dated at San Jose, California, this 15

day of May, 19 91

Signature [Signature]

This space is for the County Clerk's filing stamp.

RCV'D
SD OF SUPERVISORS
CO OF SANTA CLARA

91 MAY 21 PM 12:14

Proof of Publication of

Notice to Bidders

Place clipping of notice **SECURELY** in This Space

PUBLIC NOTICE SECTION 100 NOTICE TO BIDDERS No. 002421

Notice is hereby given that sealed bids will be received by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California in the Office of the Clerk of the Board of Supervisors, County Government Center, 10th Floor, East Wing, 70 West Hedding Street, San Jose, California 95110, up to 2:00 pm o'clock LAWRENCE EXPRESSWAY between Prospect Rd. and Hwy 280 at which time bids will be publicly opened and read at the time and place as stated above, by the Clerk of the Board of Supervisors. The work consists of asphalt concrete paving and its related work.

DBE GOAL FOR THIS PROJECT:

The Santa Clara County Transportation Agency/Transit District has established the following goal for Disadvantaged Business Enterprises (DBE) participation for this project. Disadvantaged Business Enterprises 8 percent. THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982.

Wage rates

Minimum wage rates for this project as predetermined by the Secretary of Labor are set forth in the special provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and prevailing wage rates determined by the Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of the Department of Industrial Relations, which rates are filed in the office of the Clerk of the Board of Supervisors, Incorporated herein by reference and copies of which are available to any interested parties on request. These wage rates appear in the Department of Transportation publication entitled General Prevailing Wage Rates dated April 15, 1991. Future effective wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publication.

Substitution of Securities

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

Water Use Restrictions

Ordinance currently in this force in this area prohibit the use, for construction purposes, of potable water from regular water supply sources.

It is also the policy of Santa Clara County Transportation Agency that nonpotable, reclaimed water shall be used for its construction projects, including this project.

The attention of bidders is directed to Special Provision, Section 111 for further information. Bidders should also note the conditions under which water sources other than the source identified in Section 111 may be used.

Time of Completion

The time limit for the completion of work is 25 working days commencing on the 20th day following Notice of Award by the County. The scope of work, completion time, and the amount of liquidated damage for each increment of work are set forth in Special Provisions Section 104.

Plans and Bidding Documents

Project plans and bidding documents may be acquired at Room 204, Building 2, 1555 Berger Drive (County Services Center), San Jose, California 95112, upon payment of \$25 per set as a deposit. If these documents are returned in good condition within ten (10) days after the date set for the opening of bids, the full amount of the deposit will be returned. In the case where the planholder submits a bid to the Clerk of the Board of Supervisors, the full amount of the deposit will be returned if the project plans are returned in good condition within ten (10) days after the date set for the opening of bids.

A copy of the Santa Clara County Standard Specifications may be secured in Room 204, Building 2, 1555 Berger Drive, San Jose, California 95112.

Bid Submittal

Executed Payment Bond, Performance Bond, Agreement and Certificate of Insurance are required to be filed and approved by the Board of Supervisors prior to the issuance of the Notice to Proceed.

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 percent 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 shall be submitted in the forms furnished in these Contract Documents.

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

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

Contractor License

The Contractor shall possess either a Class A license or a combination of Class C-12 and C-32 licenses at the time of bid deposit.

Pre-Bid Opening Conference

A Pre-Bid Opening Conference will be held on May 23, 1991 at 9:00 am in conference room number 180 of the Santa Clara County Transportation Agency, 1555 Berger Drive, Building No. 2, San Jose, California 95112. Representatives of the Transportation Agency will be present to discuss:

Requirements regarding the participation of Disadvantaged Business Enterprises.

Affirmative Action/Equal Employment Opportunity Requirements, and

Coordination of work to be performed.

This meeting is to inform bidders and potential subcontractors of subcontracting and material supply opportunities. Bidders' attendance at this meeting may be one consideration of the reasonable good-faith efforts, set forth in Section 103-1 Award of Contract, made to obtain Disadvantaged Business Enterprises participation goals.

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

Bids are required for the entire work described herein. This contract is subject to state contract nondiscrimination and compliance requirements.

By order of the County of Santa Clara, State of California, on April 30, 1991.

DONALD M. RAINS
Clerk of the Board of Supervisors
Pub. May 8, 1991

VCBS 1714 \$181.50 5/30/91