

- 8-18-82 Prepare second packet for controlling department. This packet consists of xerox copies of the Agreement and Bid Form and should be held in the folder until the Agreement is returned, signed and notarized and all bond and insurance requirements are met. Conform signatures on Agreement before ponying to the department.
- 8-18-82 Make shoulder label showing successful contractor, place at right of identifying label.
- 8-18-82 Agreement returned signed by Contractor
- 8-18-82 Notarial acknowledgement of Contractor's signature
- 8-18-82 Payment Bond for Public Works is adequate
- 8-18-82 Performance Bond is adequate
- 8-18-82 P. L. Insurance certificates are received
- 8-18-82 P. D. Insurance certificates are received
- 8-18-82 County named "Additional Insured"
- 8-18-82 "30 day" written cancellation clause included
- 8-18-82 Primary coverage endorsement received
- 8-18-82 Worker's Compensation Insurance Certificate received
- 8-18-82 Additional endorsement received for \_\_\_\_\_
- 8-18-82 Advise controlling department by phone of contract compliance.  
Date: 8-16-82 Note details on Control Sheet
- IF ALL BLOCKS ARE CHECKED TO THIS POINT:

- 8-17-82 Obtain Chairperson's signature on original Agreement and Contractor's copy
- 8-18-82 Obtain Clerk's signature on original Agreement and Contractor's copy
- 8-17-82 Seal Agreement (if not done under earlier step)
- 8-18-82 Send compliance letter with Agreement to Contractor
- 8-18-82 Record bonds and insurance in Rolodex File

#### DISTRIBUTION OF AGREEMENT COPIES

- 8-18-82 1 - File (Original)
- 8-18-82 1 - Contractor
- 8-18-82 1 - Finance (with Form 3128, Agreement and Bid Form)
- 8-18-82 1 - Controlling Department with conformed signatures and copy of Contract Compliance letter

SPECIAL INSTRUCTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

CODE. L&B Roads

Job Description Seismic Safety Improvement of Lawrence Expressway  
Stevens Creek Boulevard Separation.

CODE. ROAD NO. \_\_\_\_\_ ROAD NAME Lawrence Expressway

Job Description Stevens Crk Blvd Separation  
Seismic Safety Improvmt

BID OPENING DATE: June 17, 1982 TIME 2:00 p.m.

Job No. 81-17 Contract Date 7-13-82

FOLLOWING APPROVAL OF PLANS & SPECS

- ☒ 1 - Publish in a weekly newspaper which is circulated in the area involved in specs. Notice to Bidders must be published twice, once each week with 5 days intervening, the first publication must be within 10 days prior to Bid Opening Date.
- ☒ Prepare Publication Record Card and log in hearing log.
  - ☐ 1 - Transportation Agency
  - ☐ 1 - File with Agenda material
- ☒ Clerk's signature is required on Notice to Bidders in Plans & Specs Folder (Filed in vertical file)
- ☒ Prepare strips for agenda board. 1 strip to be posted under (BIDS) Second strip to be posted under the following Monday Agenda.
  - Sample: BID OPENING: 8/14/78 Improvement on Capitol Expressway 2:00 p.m.
  - Sample: REPORT ON BIDS: 8/18/78 Improvement on Capitol Expressway Bid Opening: 8/14/78 *(2nd Monday after Bid Opening)*
- ☒ Include Meeting date (Report on Bid Date) on the Action Sheet

AFTER AWARD OF CONTRACT

- 7-19-82 Xerox four copies of Bid form
- 7-19-82 Complete blanks on Processing Record sheet for Job No. and Contract Date
- ☒ Complete control sheet for construction projects. (Transit District Contracts are listed separately)
- ☒ Rubber band together Bid Forms from unsuccessful bidders and label as such prior to filing in folder
- ☒ Remove Notice to Bidders from Board of Supervisors Action Sheet and file in folder
- ☒ File in folder original Bid Form, Bid Sheet and Architects or Engineers Estimate
- ☒ Prepare original and copy of Award Notice to Department of Industrial Relations. Mail original and file copy in folder
- ☒ Prepare original and four xerox copies of Agreement (Transit District Agreements are prepared on a separate form). Attach xerox copy of Bid Form to each copy of Agreement
- ☒ Mail original and 1 xerox copy of Agreement (with Bid Form attached) with Award Form letter to successful contractor for signature (Must be sealed). Before sealing envelope, enclose copy of letter to insurance agent of contractor
- ☒ Prepare form letter to insurance agent enclosing 2 copies of partially completed Payment Performance Bonds (Transit District Payment and Performance Bonds are on separate forms). Enclose 2 copies of Certificate of Insurance Form with first 3 lines of form completed under Requesting Dept/Agency
- ☒ Prepare packet for ponying to controlling department (Transportation, GSA, Parks & Rec., etc.) Attach copy of letter to contractor with xerox copy of Agreement and Bid Form
- 8-18-82 Prepare Controller's Form 3126. File canary copy in folder. Keep remaining copies intact and attach to xerox copy of Agreement and Bid Form for Finance. Hold Finance's packet in folder until Agreement is returned, signed and notarized and all bond and insurance requirements are met. Conform signatures on Agreement before ponying to Finance.

COPY

COPY

COPY

1<sup>st</sup> Floor

NOTICE

Item #7 of 2/8/83

Please return this document to the Board of Supervisors Santa Clara County, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

6126

7600769

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 work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as Owner therein, and \_\_\_\_\_

COVCO California Corporation

as Contractor therein, bearing the date July 13, 1982

for construction of Seismic Safety Improvement of Lawrence Expressway/

Stevens Creek Boulevard Separation, Contract No. 81-17

and appurtenant facilities upon lands of said County known as \_\_\_\_\_

Lawrence Expressway and Stevens Creek Boulevard

situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications by the said Contractor, and the said work was accepted by the said Board of Supervisors on behalf of said County on the \_\_\_\_\_ day of FEB 08 1983.

Upon said contract, American Motorist Insurance Company

was surety on the bond given by said COVCO California Corporation

\_\_\_\_\_, the said Contractor, as required by law.

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

Right-of-Way

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

IN WITNESS WHEREOF, pursuant to the order of the Board of Supervisors made and given on the \_\_\_\_\_ day of FEB 08 1983, authorizing and directing the execution of this instrument, the said County has caused these presents to be executed in its name, authenticated by the signature of the Chairperson of the said Board of Supervisors this \_\_\_\_\_ day of

FEB 08 1983

BOARD OF SUPERVISORS OF THE  
COUNTY OF SANTA CLARA

*Rebecca J. Morgan*  
Chairperson of said Board

FEB 08 1983

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

\_\_\_\_\_, being duly sworn, says:

That I am the Chairperson 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 that the facts therein stated are true of my own knowledge.

*Rebecca J. Morgan*  
Chairperson of said Board

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_.

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

**ENDORSED COPY**

Original & 1 copy to Bobbie Wilson at Recorder's Office & 1 conformed copy to Transportation Agency  
2/14/83 (Originally signed copy to Contractor also sent 2/14/83)

RA.

RECEIVED  
BOARD OF SUPERVISORS

FEB 22 11 08 AM '83

COUNTY OF  
SANTA CLARA

REC. FEE	AK
MICRO	
LIEN NOT	
SMPE	

7600769

FILED FOR RECORD  
AT REQUEST OF

FEB 16 9 44 AM '83

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MANN  
REGISTRAR RECORDER

ORIGINAL

7600769

ROAD 2676 Lawrence Expwy  
Stevens Ck  
Blvd Sep  
Seismic Safety  
Input

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

H345 PAGE 28

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 work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as Owner therein, and \_\_\_\_\_

COVCO California Corporation

as Contractor therein, bearing the date July 13, 1982

for construction of Seismic Safety Improvement of Lawrence Expressway/

Stevens Creek Boulevard Separation, Contract No. 81-17

and appurtenant facilities upon lands of said County known as \_\_\_\_\_

Lawrence Expressway and Stevens Creek Boulevard

situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications by the said Contractor, and the said work was accepted by the said Board of Supervisors on behalf of said County on the \_\_\_\_\_ day of FEB 08 1983

Upon said contract, American Motorist Insurance Company

was surety on the bond given by said COVCO California Corporation

\_\_\_\_\_, the said Contractor, as required by law.

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

Right-of-Way

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

IN WITNESS WHEREOF, pursuant to the order of the Board of Supervisors made and given on the \_\_\_\_\_ day of FEB 08 1983, authorizing and directing the execution of this instrument, the said County has caused these presents to be executed in its name, authenticated by the signature of FEB 08 1983 Chairperson of the said Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_

BOARD OF SUPERVISORS OF THE  
COUNTY OF SANTA CLARA

Rebecca J Morgan  
Chairperson of said Board

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

FEB 08 1983

\_\_\_\_\_, being duly sworn, says:

That I am the Chairperson 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 that the facts therein stated are true of my own knowledge.

Rebecca J Morgan  
Chairperson of said Board

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_.

FEB 08 1983

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

*PA*

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

ss.

H345 PAGE 29

On this 8<sup>TH</sup> day of February, in the year 83  
before me Deputy Clerk of the Board, personally appeared  
Rebecca Q. Morgan, known to be to be Chairperson  
of the Board of Supervisors of the County of Santa Clara and  
known to me to be the person who executed the within statement  
on behalf of said political subdivision and acknowledged to me  
that he/she executed the same.

*Rebecca Q. Morgan*  
Deputy Clerk of the Board

SANTA CLARA CO.

R✓

7600769

REC. FEE	04
MICRO	
LIEN NOT	
SNIPP	

FILED FOR RECORD  
AT REQUEST OF

*Co Santa Clara*

FEB 16 9 44 AM '83

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MAHN  
REGISTRAR RECORDER

FEB 16 1983

H345 PAGE 28

R+

Originally signed copy to Contractor, conformed copies to Transportation Agency & finance via Dorothy Guillion 2-14-83

COUNTY OF SANTA CLARA, CALIFORNIA  
TRANSPORTATION AGENCY

SD No. 5

Sheet 1 of 1

Change Order No. 1-FINAL

Date of Contract July 13, 1982

Contract No. 81-17

Original Bid \$47,351.00

Original Allowed Time 80 WD

Amount as of last C/O N/A

Time as of last C/O N/A

Project: Seismic Safety Improvement of Lawrence Expressway/Stevens Creek  
Boulevard Separation  
Contractor: COVCO California Corporation Address: 475 El Camino Real, Suite 408  
Millbrae, California 94030

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

INCREASE IN CONTRACT ITEMS OF WORK:

Item 1	Remove and Salvage Existing Guard Rail	10.00	LF	@	\$ 3.60	\$ 36.00
4	Core Concrete (3")	12.50	LF	@	43.00	537.50
6	Miscellaneous Metal Restrainer	150.00	LB	@	5.35	802.50
7	Metal Beam Guard Railing	25.00	LB	@	36.00	900.00
TOTAL INCREASE						\$2,276.00

DECREASE IN CONTRACT ITEMS OF WORK:

Item 3	Drill and Bond Dowels	6.70	LF	@	\$10.00	\$ 67.00
5	Core Concrete (4")	12.40	LF	@	50.00	620.00
9	Supplemental Work		Lump Sum	@	Lump Sum	8,437.01
TOTAL DECREASE						\$9,124.01

Net ( ) (Deduction) due to this Change Order - \$6,848.01

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

Accepted By: Matthew L. ... Date: 1/20/83  
Contractor

APPROVAL RECOMMENDED

James Montoya  
Chief, Construction Operations

Director, Transportation Development

John Randall  
Project Engineer

Director, Transportation Agency

APPROVED

County Executive Date: Rebecca ...

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

FEB 08 1983

THIS IS BEING FORWARDED TO YOU FOR YOUR  
CBMIS ENTRY AND TRANSMISSIONAL TO FINANCE

ITEM 7 of 2/8/83

No. ....

Job No. 81-17

Change Order No. 1-FINAL

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

DATE February 14, 1983

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

February 8, 1983

Project to be charged Seismic Safety Improvement of Lawrence  
Expressway/Stevens Creek Boulevard Separation, Contract  
No. 81-17

For the amount of \$ NET DEDUCTION \$6,848.01

Contractor COVCO California Corporation, 475 El Camino Real  
Suite 408, Millbrae, California 94030

Completion Date .....

Budget Item ..... (for Controller's use)

*Donald M. Rains*

DONALD M. RAINS

Clerk of the Board

WHITE ---- CONTROLLER  
CANARY -- FILE  
PINK ----  
GOLD. ROD Transportation Agency



3128 REV 7/76





MEMBERS OF THE BOARD  
SUSANNE WILSON  
ZOE LOFGREN  
THOMAS L. LEGAN  
ROD DIRIDON  
REBECCA Q. MORGAN

**BOARD OF SUPERVISORS**  
**COUNTY OF SANTA CLARA**  
COUNTY GOVERNMENT CENTER, EAST WING  
70 WEST HEDDING ST. / SAN JOSE, CALIFORNIA 95110 / 299-2323

DONALD M. RAINS  
CLERK/BOARD OF SUPERVISORS  
TELEPHONE 299-4321

February 14, 1983

COVCO California Corporation  
475 El Camino Real, Suite 408  
Millbrae, California 94030

Subject: Notice of Completion of Contract and Acceptance of Work/  
Final Change Order

For: Seismic Safety Improvement of Lawrence Expressway/  
Stevens Creek Boulevard Separation

Dear Gentilepersons:

Enclosed you will find fully executed copies of the above-entitled documents which the Board of Supervisors approved at its regularly scheduled meeting on February 8, 1983.

The enclosed copies are for your records.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

  
Deputy Clerk

DMR:rr  
Enclosures

California

ORIGINAL

Prepared by Maniaci TRANSMITTAL MEMORANDUMS.D. 5Reviewed by MontiniPage 1 of 2Submitted by Graebner

DATE: \_\_\_\_\_

COUNTY BOARD OF SUPERVISORS: Agenda Date February 8, 1983 Item No. \_\_\_\_\_

TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: *lm* LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: SEISMIC SAFETY IMPROVEMENT OF LAWRENCE EXPRESSWAY/STEVENS  
CREEK BOULEVARD SEPARATION  
CONTRACT NO. 81-17  
Contractor: COVCO California Corporation  
Change Order No. 1-FINAL

RECOMMENDED ACTION:

It is recommended that the Board approve Contract Change Order No. 1-FINAL to Contract No. 81-17, "Seismic Safety Improvement of Lawrence Expressway/Stevens Creek Boulevard Separation," decreasing the total Contract Amount by \$6,848.01 with no change in Contract Time and authorize the execution of the Notice of Completion of Contract and Acceptance of Work.

Fiscal Implications: This Contract was awarded to COVCO California Corporation on July 13, 1982, with a Contract Amount of \$47,351.00. Source of funding: County Road Fund Budget Account No. 0023-6412-2892, 100%.

REASONS FOR RECOMMENDATION:

All work authorized under this Contract has been completed in the field, and the Final Inspection was held with the Project Engineer in attendance. It is recommended that the Project be accepted as constructed and the Notice of Completion filed.

The increases and decreases in the Contract Items of Work represent adjustments from the previously approved quantities to the quantities expended to complete the project in the field. This Project was completed within the allotted Project Time.

APPROVED: DIRECTOR *10/6*

COUNTY EXECUTIVE \_\_\_\_\_

FEB 08 1983

DATE: January 18, 1983

COUNTY BOARD OF SUPERVISORS AGENDA DATE: February 8, 1983

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: SEISMIC SAFETY IMPROVEMENT OF LAWRENCE EXPRESSWAY/STEVENS  
CREEK BOULEVARD SEPARATION  
CONTRACT NO. 81-17  
Contractor: COVCO California Corporation  
Change Order No. 1-FINAL

BACKGROUND:

Contract No. 81-17 was awarded to COVCO California Corporation on July 13, 1982. The Notice to Proceed was issued August 26, 1982, with the First Working Day September 7, 1982. The Contract Amount was \$47,351.00 with 80 Working Days of allotted time.

The work consisted in general of improving the earthquake resistance of the existing bridges on Lawrence Expressway over Stevens Creek Boulevard. The retrofitting work consisted of constructing reinforced concrete shear blocks at the abutments and installing horizontal cable restraining units at the piers. Approach shoulder guardrail was installed at each approach to the structure.

CONSEQUENCES OF NEGATIVE ACTION:

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

STEPS FOLLOWING APPROVAL:

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

LM:LTS:hn  
Attachments



CONTRACT NUMBER 81-17

WORK ORDER NO. C2889

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 3

PAYMENT NO. 04--FINAL

PAYMENT PERIOD ENDING.....MAR 13, 1983

DATE OF PAYMENT.....MAR 14, 1983

CONTRACT DESCRIPTION..... SEISMIC SAFETY IMPROVEMENTS OF LAWRENCE EXPRY./STEVENS CREEK BLVD.

CONTRACTOR..... COVCO CALIFORNIA CORPORATION

ADDRESS.....475 EL CAMINO REAL, SUITE 408, MILBRAE CA 94030

BUDGET ACCOUNT NUMBER..... 0023-4612-2892-C99-CY6-007C2889

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 5

NOTICE TO PROCEED DATE... AUG 26, 1982 FIRST WORKING DAY.. SEP 07, 1982 EXTENDED DATE FOR COMPLETION...DEC 04, 1982

ORIGINAL TIME AUTHORIZED..... 80 WORKING

ORIGINAL BID AMOUNT..... \$47,351.00

CURRENT AUTHORIZED TIME..... 80 WORKING

CURRENT AUTHORIZED AMOUNT.... \$40,502.99

TOTAL TIME ELAPSED TO DATE IS 80 WORKING

AMOUNT OF WORK ACCOMPLISHED IS \$40,502.99

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 100.0 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 100.0

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$40,502.99

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 100.0

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$40,502.99

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

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

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$40,266.23

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$236.76

APPROVED BY

DIRECTOR OF TRANSPORTATION DEVELOPMENT

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR

OR

CHIEF, CONSTRUCTION OPERATIONS

DIRECTOR OF ADMINISTRATIVE SERVICES

MAR 21 5 06 PM '83  
RECEIVED  
MAR 14 1983  
COUNTY OF  
SANTA CLARA

CONTRACT NUMBER 81-17

WORK ORDER NO. C2889

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 3

PAYMENT NO. 03--INTERIM

PAYMENT PERIOD ENDING.....JAN 26, 1983

DATE OF PAYMENT.....JAN 27, 1983

CONTRACT DESCRIPTION..... SEISMIC SAFETY IMPROVEMENTS OF LAWRENCE EXPWY./STEVENS CREEK BLVD.

CONTRACTOR..... COVCO CALIFORNIA CORPORATION

ADDRESS.....475 EL CAMINO REAL, SUITE 408, MILBRAE CA 94030

BUDGET ACCOUNT NUMBER..... 0023-4612-2892-C99-CY6-007C2889

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 5

NOTICE TO PROCEED DATE... AUG 26, 1982 FIRST WORKING DAY... SEP 07, 1982 EXTENDED DATE FOR COMPLETION... DEC 31, 1982

ORIGINAL TIME AUTHORIZED..... 80 WORKING

ORIGINAL BID AMOUNT..... 147,351.00

CURRENT AUTHORIZED TIME..... 80 WORKING

CURRENT AUTHORIZED AMOUNT..... 147,351.00

TOTAL TIME ELAPSED TO DATE IS 55 WORKING

AMOUNT OF WORK ACCOMPLISHED IS 140,502.99

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 68.7 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 85.5

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$40,502.99

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 85.5

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$40,502.99

LESS NORMAL 10 PERCENT RETENTION  
OR RETENTION AS DIRECTED BY ENGINEER..... \$236.76

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

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$37,957.16

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$2,309.07

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR

OR

DIRECTOR OF ADMINISTRATIVE SERVICES

RECEIVED  
BOARD OF SUPERVISORS  
FEB 4 2 32 PM '83  
COUNTY OF  
SANTA CLARA

CONTRACT NUMBER 31-17

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY

PAGE NO. 1 OF 3

WORK ORDER NO. C2489

CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 02--MONTHLY

PAYMENT PERIOD ENDING.....NOV 21, 1982

DATE OF PAYMENT.....NOV 22, 1982

CONTRACT DESCRIPTION..... SEISMIC SAFETY IMPROVEMENTS OF LAWRENCE EXPWY./STEVENS CREEK BLVD.

CONTRACTOR..... CDVCO CALIFORNIA CORPORATION

ADDRESS.....475 EL CAMINO REAL, SUITE 408, MILBRAE CA 94030

BUDGET ACCOUNT NUMBER..... 0023-4612-2892-C99-CY6-007C2889

\*\*\*\*\*

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 5

NOTICE TO PROCEED DATE... AUG 26, 1982 FIRST WORKING DAY.. SEP 07, 1982 EXTENDED DATE FOR COMPLETION...DEC 31, 1982

ORIGINAL TIME AUTHORIZED..... 80 WORKING

ORIGINAL BID AMOUNT..... \$47,351.00

CURRENT AUTHORIZED TIME..... 80 WORKING

CURRENT AUTHORIZED AMOUNT.... \$47,351.00

TOTAL TIME ELAPSED TO DATE IS 51 WORKING

AMOUNT OF WORK ACCOMPLISHED IS \$40,324.71

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 63.7 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 85.1

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$40,324.71

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 85.1

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$40,324.71

LESS NORMAL 10 PERCENT RETENTION

OR RETENTION AS DIRECTED BY ENGINEER..... \$2,367.55

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

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$35,766.03

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$2,191.13

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR

OR

DIRECTOR OF ADMINISTRATIVE SERVICES

RECEIVED  
STAFF OF SUPERVISORS  
DEC 1 10 14 AM '82  
COUNTY OF  
SANTA CLARA

RECEIVED

OCT 25 1982

# CALIFORNIA PRELIMINARY NOTICE

active contract  
#81-17 05275

IN ACCORDANCE WITH SECTION 3097 AND 3098, CALIFORNIA CODE  
THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR

YOU ARE HEREBY NOTIFIED THAT

LENDER'S COPY

CITY OF SANTA CLARA  
ENGINEERING DEPARTMENT

CONSTRUCTION LENDER or  
Reputed Construction Lender, if any.

City of Santa Clara  
Public Works Dept.  
1500 Warburton Ave.  
Santa Clara, California

567772

FOLD HERE

OWNER or PUBLIC AGENCY  
or Reputed Owner (on public work)  
(on private work)

City of Santa Clara

567772

RECEIVED  
BOARD OF SUPERVISORS

Nov 5 4 01 PM '82

COUNTY OF  
SANTA CLARA

Construction loan no. (If known)

FOLD HERE

ORIGINAL CONTRACTOR or  
Reputed Contractor, if any

Covco Corp.  
475 El Camino  
Millbrae, California 94030

567773

PACIFIC READY MIX CO., INC.

(name of person or firm furnishing labor, services equipment or material)

P.O. BOX 330

(address of person or firm furnishing labor, services, equipment or material)

San Mateo, California 94401

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

Concrete and Building materials

(general description of the labor, services, equipment or material furnished)

or to be furnished)

for the building, structure or other work of improvement located  
Lawrence Expressway Overpass

at Stevens Creek & Lawrence

(address or description of job site)

Contract #81-17 Santa Clara, Calif.

(sufficient for identification)

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

Covco Corp.

(name and address of person or firm)

475 El Camino

Millbrae, California

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

\$ 1317

(Dollar amount must be furnished to construction lender-optional as to owner or contractor)

I served a copy of the attached 20 Day Preliminary

Notice by serving Construction lender, owner

& Gen. contr. as set forth herein

by depositing the same in the United States Mail, postage prepaid, by registered or certified mail, at

San Mateo California,

on the 22 day of October 1982

addressed as follows:

Addresses as set forth herein

Dated: October 22, 1982

VaHall Asst. Credit Mgr.  
(signature) (title)

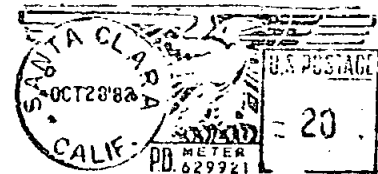
Telephone Number (415) 342-9731

Covco Corp. 9/30 INV-KJ-correction to preliminary notice #05597

## NOTICE TO PROPERTY OWNER

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

ENGINEERING DEPT.  
CITY OF SANTA CLARA  
City Hall  
SANTA CLARA, CALIF. 95050



County of Santa Clara Transportation Agency  
1555 Berger Drive  
San Jose, California 95112

THIS ENVELOPE IS MADE OF RECYCLED WASTE PAPER. A SMALL  
CONTRIBUTION. BUT SYMBOLIC OF THE CITY OF SANTA CLARA'S PLEDGE  
TO CREATE A BETTER ENVIRONMENT FOR FUTURE GENERATIONS

NOV 4 2 41 PM  
COUNTY OF  
SANTA CLARA



CONTRACT NUMBER 81-17

COUNTY OF SANTA CLARA

PAGE NO. 1 OF 3

WORK ORDER NO. C2889

TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 02-MONTHLY

PAYMENT PERIOD ENDING.....OCT 24, 1982

DATE OF PAYMENT.....OCT 25, 1982

CONTRACT DESCRIPTION.... SEISMIC SAFETY IMPROVEMENTS OF LAWRENCE EXPWY./STEVENS CREEK BLVD.

CONTRACTOR..... COVCO CALIFORNIA CORPORATION

ADDRESS.....475 EL CAMINO REAL, SUITE 408, MILBRAE CA 94030

BUDGET ACCOUNT NUMBER..... 0023-4612-2892-C99-CY6-007C2889

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 5

NOTICE TO PROCEED DATE... AUG 26, 1982 FIRST WORKING DAY.. SEP 07, 1982 EXTENDED DATE FOR COMPLETION...DEC 31, 1982

ORIGINAL TIME AUTHORIZED..... 80 WORKING

ORIGINAL BID AMOUNT..... \$47,351.00

CURRENT AUTHORIZED TIME..... 80 WORKING

CURRENT AUTHORIZED AMOUNT..... \$47,351.00

TOTAL TIME ELAPSED TO DATE IS 32 WORKING

AMOUNT OF WORK ACCOMPLISHED IS \$38,133.58

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 40.0 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 80.5

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$38,133.58

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 80.5

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$38,133.58

LESS NORMAL 10 PERCENT RETENTION  
OR RETENSION AS DIRECTED BY ENGINEER..... \$2,367.55

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

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$15,750.97

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$20,015.06

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR  
OR

DIRECTOR OF ADMINISTRATIVE SERVICES

RECEIVED  
NOV 5 11 36 AM '82  
COUNTY OF  
SANTA CLARA

CONTRACT NUMBER 81-17

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 3

WORK ORDER NO. C2489

PAYMENT NO. 01-MONTHLY

PAYMENT PERIOD ENDING.....SEP 26, 1982

DATE OF PAYMENT.....SEP 27, 1982

CONTRACT DESCRIPTION.... SEISMIC SAFETY IMPROVEMENTS OF LAWRENCE EXPWY./STEVENS CREEK BLVD.

CONTRACTOR..... COVCO CALIFORNIA CORPORATION

ADDRESS.....475 EL CAMINO REAL, SUITE 408, MILBRAE CA 94030

BUDGET ACCOUNT NUMBER..... 0023-4612-2892-C99-CY6-007C2889 .....

\*\*\*\*\*

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) 5

NOTICE TO PROCEED DATE... AUG 26, 1982 FIRST WORKING DAY.. SEP 07, 1982 EXTENDED DATE FOR COMPLETION...DEC 31, 1982

ORIGINAL TIME AUTHORIZED..... 80 WORKING

ORIGINAL BID AMOUNT..... \$47,351.00

CURRENT AUTHORIZED TIME..... 80 WORKING

CURRENT AUTHORIZED AMOUNT..... \$47,351.00

TOTAL TIME ELAPSED TO DATE IS 13 WORKING

AMOUNT OF WORK ACCOMPLISHED IS \$17,501.08

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 16.2 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 36.9

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$17,501.08

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 36.9

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$17,501.08

LESS NORMAL 10 PERCENT RETENTION  
OR RETENSION AS DIRECTED BY ENGINEER..... \$1,750.11

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

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

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$15,750.97

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR

OR

DIRECTOR OF ADMINISTRATIVE SERVICES

STATE OF CALIFORNIA,

COUNTY OF San Mateo

ss.

ON July 13th, 1982,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark A. Pursell, known to me to be the  
Vice President  
of the COVCO CALIFORNIA CORPORTION  
the Corporation that executed the within Instrument, known to me to be the person who  
executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged  
to me that such Corporation executed the same.



WITNESS my hand and official seal.

Janet Chin  
Janet Chin

NAME (TYPED OR PRINTED)  
Notary Public in and for said State.

# AGREEMENT

file

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "owner") and COVCO CA Corporation (COVCO CALIFORNIA CORPORATION) (hereinafter referred to as "Contractor").

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

## SECTION 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of Seismic Safety Improvement of Lawrence Expressway/Stevens Creek Boulevard Separation, Contract #81-17 in accordance with the Contract Documents:

## SECTION 2 - CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also for all loss or damage, arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor in Contractor's Bid Form.

## SECTION 3 - CONTRACT DOCUMENTS

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

## SECTION 4 - BEGINNING OF WORK

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

## SECTION 5 - TIME OF COMPLETION

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

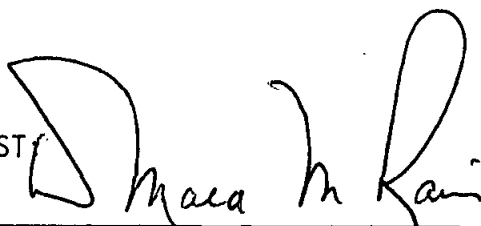
The first day charged shall be the 11th day following the date of the Notice to Proceed. Should the 11th day fall on a Saturday, Sunday or Holiday, the following day shall be the first day charged.

## SECTION 6 - CONTRACTOR'S LICENSE

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

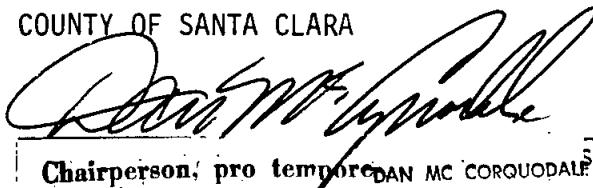
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 13th day of July, 1982.

ATTEST



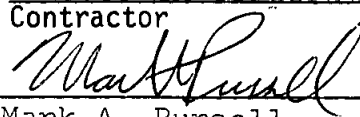
Clerk of the Board of Supervisors  
Donald M. Rains

COUNTY OF SANTA CLARA



Chairperson, pro tempore DAN MC CORQUODALE

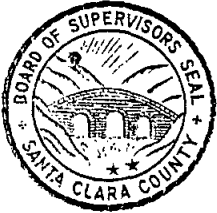
COVCO CA Corporation  
Contractor

X By   
Mark A. Pursell  
Title Vice President

475 El Camino Real #408  
Millbrae, CA 94030  
(Business Address)

401683  
(Contractor's License No.)

(Acknowledgement for Contractor's Signature)



MEMBERS OF THE BOARD  
SUSANNE WILSON  
ZOE LOFGREN  
DAN MCCORQUODALE  
ROD DIRIDON  
REBECCA Q. MORGAN

**BOARD OF SUPERVISORS  
COUNTY OF SANTA CLARA**  
COUNTY GOVERNMENT CENTER, EAST WING  
70 WEST HEDDING ST. / SAN JOSE, CALIFORNIA 95110 / 299-2323

DONALD M. RAINS  
CLERK/BOARD OF SUPERVISORS  
TELEPHONE 299-4321

August 18, 1982

Mark A. Pursell  
Vice-President  
COVCO California Corp.  
475 El Camino Real #408  
Millbrae, CA 94030

Subject: Seismic Safety Improvement of Lawrence Expressway/  
Stevens Creek Boulevard Separation, Contract #81-17

Dear Mr. Pursell:

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

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

Sincerely,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

BY: *Debbie Rains*  
Deputy Clerk

rr  
Enclosure

cc: Transportation Agency

THIS IS BEING FORWARDED TO YOU FOR  
YOUR COMPLETION ENTRY AND TRANSMITTAL  
TO FINANCE

ITEM 6 OF 7/13/82 Agenda

No. ....

Job No. 81-17

Change Order No. ....

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE August 18, 1982

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

..... July 13 ....., 19 82 .....

Project to be charged Seismic Safety Improvement of Lawrence  
Expressway/Stevens Creek Blvd. Separation, Contract #81-17

For the amount of \$ 47,351.00

Contractor Covco California Corporation, 475 El Camino Real  
#408, Millbrae, CA 94030

Completion Date .....

Budget Item ..... (for Controller's use)

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

WHITE ---- CONTROLLER  
CANARY -- FILE  
PINK ----  
GOLD. ROD **Transp. Agency**

# AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "owner") and COVCO CA Corporation (hereinafter referred to as "Contractor").

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

## SECTION 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of Seismic Safety Improvement of Lawrence Expressway/Stevens Creek Boulevard Separation, Contract #81-17 in accordance with the Contract Documents:

## SECTION 2 - CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also for all loss or damage, arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor in Contractor's Bid Form.

## SECTION 3 - CONTRACT DOCUMENTS

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

## SECTION 4 - BEGINNING OF WORK

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

## SECTION 5 - TIME OF COMPLETION

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

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

## SECTION 6 - CONTRACTOR'S LICENSE

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 13th day of July, 1982.

COUNTY OF SANTA CLARA

ATTEST:

Chairperson, pro tempore DAN MC CORQUODALE

Clerk of the Board of Supervisors  
Donald M. Rains

COVCO CA Corporation  
Contractor

By Mark A. Pursell  
Title Vice President

475 El Camino Real #408  
Millbrae, CA 94030  
(Business Address)

401683  
(Contractor's License No.)

(Acknowledgement for Contractor's Signature)

PERFORMANCE BOND

OK  
8/14/82

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to COVCO CA Corporation (COVCO CALIFORNIA CORPORATION) (hereinafter designated as "Principal") a contract for Seismic Safety Improvement of Lawrence Expressway/Stevens Creek Boulevard Separation, Contract 81- 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 AMERICAN MOTORISTS INSURANCE COMPANY as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of forty seven thousand, three hundred fifty one dollars ----- (\$47,351.00)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 13th day of August, 1982.

COVCO CALIFORNIA CORPORATION (Seal)

X BY: Mark A. Pursell (Seal)

Mark A. Pursell

BY: Vice President (Seal)

(Principal)

AMERICAN MOTORISTS INSURANCE CO. (Seal)

BY: Anthony F. Angelicola (Seal)

Anthony F. Angelicola

Attorney-In-Fact (Seal)

(Surety)

717 Hearst Bldg., 3rd & Market Sts.

San Francisco, CA 94103

(Address)

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



STATE OF CALIFORNIA,

COUNTY OF San Mateo

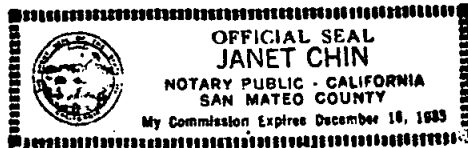
ss.

ON August 13, 19 82,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark A. Pursell, known to me to be the  
Vice President

of the COVCO CALIFORNIA CORPORTION  
the Corporation that executed the within Instrument, known to me to be the person who  
executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged  
to me that such Corporation executed the same.

WITNESS my hand and official seal.



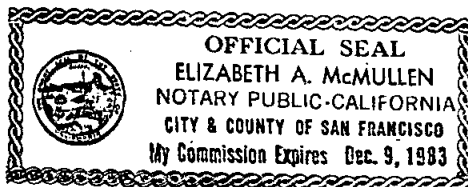
Janet Chin

NAME (TYPED OR PRINTED)  
Notary Public in and for said State.

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss.

ON AUGUST 13, 19 82, before  
me a Notary Public in and for said State, personally appeared  
ANTHONY F. ANGELICOLA

known to me to be the person whose name is subscribed to the  
within Instrument as the Attorney-in-Fact of AMERICAN  
MOTORISTS INSURANCE COMPANY, and acknowledged to  
me that he subscribed the name of said Company thereto as  
Surety, and his own name as Attorney-in-Fact.



Elizabeth A. McMullen  
Notary Public

## PAYMENT BOND FOR PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and COVCO CA Corporation (COVCO CALIFORNIA CORPORATION) (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to Seismic Safety Improvement of Lawrence Expressway/Stevens Creek Boulevard Separation, Contract #81-17

which said Agreement dated July 13, 1982 and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and AMERICAN MOTORISTS INSURANCE COMPANY as Surety, are held and firmly bound unto the Public Entity in the penal sum of Forty seven thousand, three hundred fifty one dollars-----(\$ 47,351.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 13th day of August, 1982.

COVCO CALIFORNIA CORPORATION (Seal)

X BY: Mark A. Pursell (Seal)

Mark A. Pursell  
BY: Vice President (Seal)  
(Principal)

AMERICAN MOTORISTS INSURANCE CO. (Seal)

BY: Anthony F. Angelicola (Seal)

Anthony F. Angelicola,  
Attorney-In-Fact (Seal)  
(Surety)

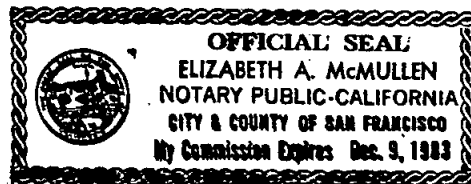
717 Hearst Bldg., 3rd & Market Sts.

San Francisco, CA 94103

(Address)

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

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss.



ON AUGUST 13 19 82, before  
me a Notary Public in and for said State, personally appeared  
ANTHONY F. ANGELICOLA

known to me to be the person whose name is subscribed to the  
within Instrument as the Attorney-in-Fact of AMERICAN  
MOTORISTS INSURANCE COMPANY, and acknowledged to  
me that he subscribed the name of said Company thereto as  
Surety, and his own name as Attorney-in-Fact.

Elizabeth A. McMullen  
Notary Public

STATE OF CALIFORNIA,

COUNTY OF San Mateo

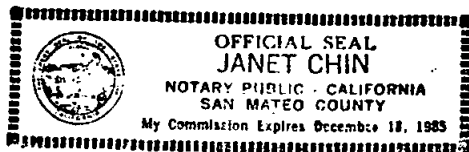
ss.

ON August 13, 19 82,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark A. Pursell, known to me to be the  
Vice President

of the COVCO CALIFORNIA CORPORATION  
the Corporation that executed the within Instrument, known to me to be the person who  
executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged  
to me that such Corporation executed the same.

WITNESS my hand and official seal.



Janet Chin  
NAME (TYPED OR PRINTED)  
Notary Public in and for said State.

# AMERICAN MOTORISTS INSURANCE COMPANY

Home Office: Long Grove, IL 60049



## POWER OF ATTORNEY

### Know All Men By These Presents:

That the American Motorists Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and having its principal office in Long Grove, Illinois, does hereby appoint \*\*\*\*\*

**Anthony Angelicola and Elizabeth A. McMullen on San Francisco, California**  
**(EACH)\*\*\*\*\***

its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending December 31, 1982, unless sooner revoked for and on its behalf as surety, and as its act and deed: **Any and all bonds and undertakings provided the amount of no one bond or undertaking exceeds SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)\*\*\*\*\***

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the American Motorists Insurance Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said American Motorists Insurance Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF DECEMBER 31, 1982

This Power of Attorney is executed by authority of a resolution adopted by the Board of Directors of said American Motorists Insurance Company on May 15, 1939 at Chicago, Illinois, a true and accurate copy of which is hereinafter set forth and is hereby certified to by the undersigned Secretary or Assistant Secretary as being in full force and effect:

"VOTED, That the President or any Vice President or Secretary or any Assistant Secretary shall have power and authority to appoint agents and attorneys in fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such officer of the company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Board of Directors of the company at a meeting duly called and held on the 22nd day of May, 1963:

"VOTED, That the signature of the President, any Vice President, Secretary or Assistant Secretary, and the Seal of the Company, and the certification by any Secretary or Assistant Secretary, may be affixed by facsimile on any power of attorney executed pursuant to resolution adopted by the Board of Directors on May 16, 1962, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the American Motorists Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officers, this 20th day of July, 1982.

Attested and Certified:

AMERICAN MOTORISTS INSURANCE COMPANY



By

*G. H. Kasbohm*

R. H. Johnson, Secretary

G. H. Kasbohm, Vice President

STATE OF ILLINOIS }  
COUNTY OF LAKE }<sup>ss</sup>

I, Martha E. Anderson, a Notary Public, do hereby certify that G. H. Kasbohm and R. H. Johnson personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the American Motorists Insurance Company, a Corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act for the uses and purposes therein set forth.



*Martha E. Anderson*

Martha E. Anderson, Notary Public

PRINTED IN U.S.A.

My commission expires: February 16, 1984

FM 836-1 7-80 IM

Power of Attorney-Term

**CERTIFICATION**

I, Sven L. Johanson, Secretary of the American Motorists Insurance Company, do hereby certify that the attached Power of Attorney dated July 20, 1982 on behalf of Anthony Angelicola and

Elizabeth A. McMullen of San Francisco, CA (EACH)\*\*\* is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said G.H. Kasbohm and R.H. Johnson who executed the Power of Attorney as Vice President and Secretary respectively were on the date of the execution of the attached Power of Attorney the duly elected Vice President and Secretary of the American Motorists Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the American Motorists Insurance Company on this 13th day of AUGUST, 1982.



A handwritten signature in dark ink, appearing to read "Sven L. Johanson".

Sven L. Johanson, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

\*\*\*\*\*

\*\*\*\*\*

# Woodruff-Sawyer & Co.

INSURANCE BROKERS • 220 BUSH STREET • 13th FLOOR • SAN FRANCISCO, CA 94104

## CERTIFICATE OF INSURANCE

SEE REVERSE FOR ADDITIONAL CONDITION

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 LISTED BELOW.

Name and Address of Insured

COVCO California Corporation  
475 El Camino Real, #408  
Millbrae, CA 94030

Name and Address of Certificate Holder

Board of Supervisors  
Santa Clara County  
70 W. Hedding Street, San Jose, CA 95110

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

TYPE OF INSURANCE		COMPANY AND POLICY NUMBER	POLICY EXPIRATION DATE		EACH OCCURRENCE	AGGREGATE
<b>GENERAL LIABILITY</b>						
Comprehensive Form	X	Aetna Casualty & Surety #05 GL 349393CCA	3/1/83	Bodily Injury	\$	\$
Premises - Operations	X			Property Damage	\$	\$
Explosion and Collapse Hazard	X					
Underground Hazard	X					
Products/Completed Operations Hazard	X			Bodily Injury and Property Damage Combined	\$ 500,000	\$ 500,000
Contractual Insurance	X					
Broad Form Property Damage	X					
Independent Contractors	X					
Personal Injury	X			*Applies to Products/Completed Operations Hazard		\$ Included (Personal Injury)
<b>AUTOMOBILE LIABILITY</b>						
Comprehensive Form	X	Aetna Casualty & Surety #05 FJ 120997 CCA	3/1/83	Bodily Injury (each person)	\$	
Owned	X			Bodily Injury (each occurrence)	\$	
Hired	X			Property Damage	\$	
Non-Owned	X			Bodily Injury and Property Damage Combined	\$ 500,000	
<b>EXCESS LIABILITY</b>						
Umbrella Form	X	American Centennial Insurance Company #XC00-19-26	3/1/83	Bodily Injury and Property Damage Combined	\$ 5,000,000	\$ 5,000,000
Other Than Umbrella Form						
<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>	X	Argonaut Insurance Co. #100209478/01	6/1/83	Statutory		
<b>OTHER</b>					\$ 100,000	(Each Accident)

### Description of Operations/Locations/Vehicles

It is agreed that the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara and the officers, agents and employees of the County of Santa Clara, individually and collectively are added as additional insureds. Such insurance as is afforded by the additional named insured endorsement shall apply as primary insurance and that other insurance maintained by the County of Santa Clara, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

Project: Agreement for Seismic Safety Improvements of Lawrence Expressway Stevens Creek Boulevard Separation. Contract #81-17

**Cancellations:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Date Issued July 30, 1982

*[Signature]*  
Authorized Representative

NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OR VERIFICATION OF INSURANCE 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.

RECEIVED  
BOARD OF SUPERVISORS  
AUG 28 12 AM '82  
COUNTY OF  
SANTA CLARA

STATE OF CALIFORNIA,

COUNTY OF San Mateo

ss.

ON August 13, 19 82,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark A. Pursell, known to me to be the  
Vice President

of the COVCO CALIFORNIA CORPORATION  
the Corporation that executed the within Instrument, known to me to be the person who  
executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged  
to me that such Corporation executed the same.

WITNESS my hand and official seal.

Janet Chin  
Janet Chin

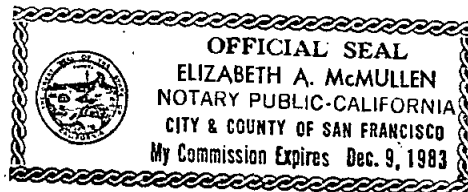
NAME (TYPED OR PRINTED)  
Notary Public in and for said State.



STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss.

ON AUGUST 13, 19 82, before  
me a Notary Public in and for said State, personally appeared  
ANTHONY F. ANGELICOLA

known to me to be the person whose name is subscribed to the  
within Instrument as the Attorney-in-Fact of AMERICAN  
MOTORISTS INSURANCE COMPANY, and acknowledged to  
me that he subscribed the name of said Company thereto as  
Surety, and his own name as Attorney-in-Fact.



Elizabeth A. McMullen  
Notary Public



## 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 COVCO CA Corporation (COVCO CALIFORNIA CORPORATION) (hereinafter designated as "Principal") a contract for Seismic Safety Improvement of Lawrence Expressway/Stevens Creek Boulevard Separation, Contract 81-177

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 AMERICAN MOTORISTS INSURANCE COMPANY as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of forty seven thousand, three hundred fifty one dollars ----- (\$47,351.00)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 13th day of August, 1982.

COVCO CALIFORNIA CORPORATION (Seal)X BY: Mark A. Pursell (Seal)

Mark A. Pursell

BY: Vice President (Seal)

(Principal)

AMERICAN MOTORISTS INSURANCE CO. (Seal)BY: Anthony F. Angelicola (Seal)

Anthony F. Angelicola

Attorney-In-Fact (Seal)

(Surety)

717 Hearst Bldg., 3rd & Market Sts.San Francisco, CA 94103

(Address)

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

## PAYMENT BOND FOR PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and COVCO CA Corporation (COVCO CALIFORNIA CORPORATION) (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to Seismic Safety Improvement of Lawrence Expressway/Stevens Creek Boulevard Separation, Contract #81-17 which said Agreement dated July 13, 1982 and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and AMERICAN MOTORISTS INSURANCE COMPANY as Surety, are held and firmly bound unto the Public Entity in the penal sum of Forty seven thousand, three hundred fifty one dollars-----(\$ 47,351.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 13th day of August, 1982.

COVCO CALIFORNIA CORPORATION (Seal)

X BY: Mark A. Pursell (Seal)  
Mark A. Pursell

BY: President (Seal)  
(Principal)

AMERICAN MOTORISTS INSURANCE CO. (Seal)

BY: Anthony F. Angelicola (Seal)  
Anthony F. Angelicola,  
Attorney-In-Fact (Seal)  
(Surety)

717 Hearst Bldg., 3rd & Market Sts.

San Francisco, CA 94103  
(Address)

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

STATE OF CALIFORNIA,

COUNTY OF San Mateo

ss.

ON August 13, 19 82  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark A. Pursell, known to me to be the  
Vice President

of the COVCO CALIFORNIA CORPORTION  
the Corporation that executed the within Instrument, known to me to be the person who  
executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged  
to me that such Corporation executed the same.



WITNESS my hand and official seal.

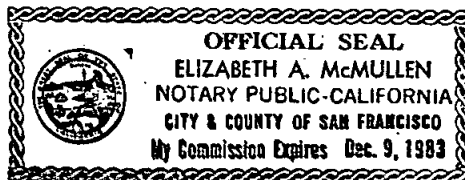
Janet Chin

NAME (TYPED OR PRINTED)  
Notary Public in and for said State.

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss.

ON AUGUST 13, 19 82, before  
me a Notary Public in and for said State, personally appeared  
ANTHONY F. ANGELICOLA

known to me to be the person whose name is subscribed to the  
within Instrument as the Attorney-in-Fact of AMERICAN  
MOTORISTS INSURANCE COMPANY, and acknowledged to  
me that he subscribed the name of said Company thereto as  
Surety, and his own name as Attorney-in-Fact.



Elizabeth A. McMullen  
Notary Public

# AMERICAN MOTORISTS INSURANCE COMPANY

Home Office: Long Grove, IL 60049



## POWER OF ATTORNEY

Know All Men By These Presents:

That the American Motorists Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and having its principal office in Long Grove, Illinois, does hereby appoint \*\*\*\*\*

**Anthony Angelicola and Elizabeth A. McMullen on San Francisco, California**  
(EACH)\*\*\*\*\*

its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending December 31, 1982, unless sooner revoked for and on its behalf as surety, and as its act and deed: **Any and all bonds and undertakings provided the amount of no one bond or undertaking exceeds SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)**\*\*\*\*\*

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the American Motorists Insurance Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said American Motorists Insurance Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF DECEMBER 31, 1982

This Power of Attorney is executed by authority of a resolution adopted by the Board of Directors of said American Motorists Insurance Company on May 15, 1939 at Chicago, Illinois, a true and accurate copy of which is hereinafter set forth and is hereby certified to by the undersigned Secretary or Assistant Secretary as being in full force and effect:

"VOTED, That the President or any Vice President or Secretary or any Assistant Secretary shall have power and authority to appoint agents and attorneys in fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such officer of the company may appoint agents for acceptance of process."

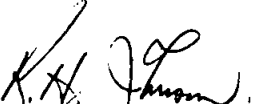
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Board of Directors of the company at a meeting duly called and held on the 22nd day of May, 1963:

"VOTED, That the signature of the President, any Vice President, Secretary or Assistant Secretary, and the Seal of the Company, and the certification by any Secretary or Assistant Secretary, may be affixed by facsimile on any power of attorney executed pursuant to resolution adopted by the Board of Directors on May 16, 1962, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

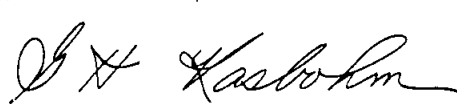
In Testimony Whereof, the American Motorists Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officers, this 20th day of July, 1982.

Attested and Certified:

AMERICAN MOTORISTS INSURANCE COMPANY

  
R.H. Johnson, Secretary



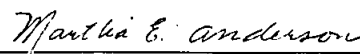
By   
G. H. Kasbohm, Vice President

STATE OF ILLINOIS }  
COUNTY OF LAKE } ss

I, Martha E. Anderson, a Notary Public, do hereby certify that G.H. Kasbohm and R.H. Johnson personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the American Motorists Insurance Company, a Corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act for the uses and purposes therein set forth.



My commission expires: February 16, 1984

  
Martha E. Anderson, Notary Public

**CERTIFICATION**

I, **Sven L. Johanson**, Secretary of the American Motorists Insurance Company, do hereby certify that the attached Power of Attorney dated July 20, 1982 on behalf of Anthony Angelicola and

Elizabeth A. McMullen of San Francisco, CA (EACH)\*\*\* is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said G.H. Kasbohm and R.H. Johnson who executed the Power of Attorney as Vice President and Secretary respectively were on the date of the execution of the attached Power of Attorney the duly elected Vice President and Secretary of the American Motorists Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the American Motorists Insurance Company on this 13th day of AUGUST, 19 82



*Sven L. Johanson*

Sven L. Johanson, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

County of Santa Clara  
California

CLERK, BO. OF SUPS.

Transportation Agency  
1555 Berger Drive  
San Jose, California 95112



August 2, 1982

COVCO California Corporation  
475 El Camino Real, Suite 408  
Milbrae, California 94030

Subject: Seismic Safety Improvement of Lawrence Expressway/Stevens  
Creek Boulevard Separation, Contract No. 81-17

Gentlemen:

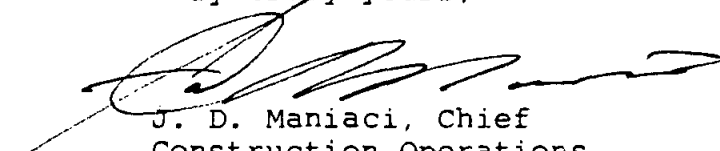
Contract No. 81-17 for subject Project was awarded to your organization on July 13, 1982. In accordance with Section 3-3.03 of the Standard Specifications you have 20 days from that date to come into compliance with the Board of Supervisors and Construction Operations.

Construction Operations is awaiting the following compliance items:

1. List of Material Suppliers.
2. Personnel Authorized to Sign Change Orders and Extra Work Orders.
3. Name and Phone Numbers for Emergency Purposes.
4. E.E.O. Officer.
5. Subcontractors Holding Subcontracts.
6. Safety Officer.
7. Progress Schedule.
8. Contractor's Wage Rates.
9. Equipment List.

It is requested that these items be submitted as soon as possible. If you have any questions, please contact Mr. Nick Martuccio or L. T. Sullivan at (408) 299-2591.

Very truly yours,

  
J. D. Maniaci, Chief  
Construction Operations  
Transportation Development

JM:DJM:mac  
cc: Clerk, Board of Supervisors  
JRR  
DJM  
Project Inspector

RECEIVED  
BOARD OF SUPERVISORS  
AUG 12 4 15 AM '82  
COUNTY OF  
SANTA CLARA

California



July 23, 1982

COVCO California Corporation  
475 El Camino Real, Suite 408  
Millbrae, California 94030

Subject: Seismic Safety Improvement of Lawrence Expressway/Stevens  
Creek Boulevard Separation, Contract No. 81-17

Gentlemen:

Contract No. 81-17 for subject Project was awarded to your organization on July 13, 1982. In accordance with the Section 3-3.03 of the Standard Specifications you have 20 days from that date to come into compliance with the Board of Supervisors and Construction Operations.

Construction Operations is awaiting the following compliance items:

1. List of Material Suppliers.
2. Personnel Authorized to Sign Change Orders and Extra Work Orders.
3. Names and Phone Numbers for Emergency Purposes.
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5. Subcontractors Holding Subcontracts.
6. Safety Officer.
7. Progress Schedule.
8. Contractor's Wage Rates.
9. Equipment List.

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Very truly yours,

J. D. Maniaci, Chief  
Construction Operations  
Transportation Development

JM:DJM:map  
cc: Clerk, Board of Supervisors  
JRR  
DJM  
Project Inspector

RECEIVED  
BOARD OF SUPERVISORS  
JUL 27 3 52 PM '82  
COUNTY OF  
SANTA CLARA

# Woodruff-Sawyer & Co.

INSURANCE BROKERS • 220 BUSH STREET • 13th FLOOR • SAN FRANCISCO, CALIFORNIA 94104

(415) 391-2141

July 30, 1982

RECEIVED  
BOARD OF SUPERVISORS  
AUG 2 8 12 AM '82  
COUNTY OF  
SANTA CLARA

Board of Supervisors  
Santa Clara County  
70 W. Hedding Street  
San Jose, CA 95110

Attn: Rachel Robles

RE: COVCO California Corporation

Dear Rachel:

Enclosed is a Certificate of Insurance verifying coverages in force for the captioned.

If you have any questions, please contact our office.

Sincerely,



Dena Mitchel

DM/jw  
Encl.

cc: COVCO California Corporation



# Woodruff-Sawyer & Co.

INSURANCE BROKERS • 220 BUSH STREET • 13th FLOOR • SAN FRANCISCO, CA 94104

## CERTIFICATE OF INSURANCE SEE REVERSE FOR ADDITIONAL CONDITION

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 LISTED BELOW.

Name and Address of Insured

COVCO California Corporation  
475 El Camino Real, #408  
Millbrae, CA 94030

Name and Address of Certificate Holder

Board of Supervisors  
Santa Clara County  
70 W. Hedding Street, San Jose, CA 95110

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

TYPE OF INSURANCE		COMPANY AND POLICY NUMBER	POLICY EXPIRATION DATE		EACH OCCURRENCE	AGGREGATE
<b>GENERAL LIABILITY</b>						
Comprehensive Form	X	Aetna Casualty & Surety #05 GL 349393CCA	3/1/83	Bodily Injury	\$	\$
Premises - Operations	X			Property Damage	\$	\$
Explosion and Collapse Hazard	X					
Underground Hazard	X					
Products/Completed Operations Hazard	X			Bodily Injury and Property Damage Combined	\$ 500,000	\$ 500,000
Contractual Insurance	X					
Broad Form Property Damage	X					
Independent Contractors	X			*Applies to Products/Completed Operations Hazard		Included (Personal Injury)
Personal Injury	X					
<b>AUTOMOBILE LIABILITY</b>						
Comprehensive Form	X	Aetna Casualty & Surety #05 FJ 120997 CCA	3/1/83	Bodily Injury (each person)	\$	
Owned	X			Bodily Injury (each occurrence)	\$	
Hired	X			Property Damage	\$	
Non-Owned	X			Bodily Injury and Property Damage Combined	\$ 500,000	
<b>EXCESS LIABILITY</b>						
Umbrella Form	X	American Centennial Insurance Company #XC00-19-26	3/1/83	Bodily Injury and Property Damage Combined	\$ 5,000,000	\$ 5,000,000
Other Than Umbrella Form						
<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>	X	Argonaut Insurance Co. #100209478/01	6/1/83	Statutory		
					\$ 100,000	(Each Accident)
<b>OTHER</b>						

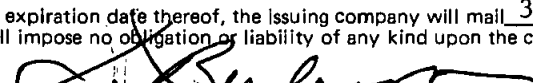
### Description of Operations/Locations/Vehicles

It is agreed that the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara and the officers, agents and employees of the County of Santa Clara, individually and collectively are added as additional insureds. Such insurance as is afforded by the additional named insured endorsement shall apply as primary insurance and that other insurance maintained by the County of Santa Clara, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

Project: Agreement for Seismic Safety Improvements of Lawrence Expressway Stevens Creek Boulevard Separation. Contract #81-17

**Cancellations:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Date Issued July 30, 1982

  
Authorized Representative

NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OR VERIFICATION OF INSURANCE 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.

SANTA CLARA  
COUNTY OF  
Aug 2 8 12 AM '82

RECEIVED  
BOARD OF SUPERVISORS

**WOODRUFF-SAWYER & CO.**

INSURANCE BROKERS  
220 BUSH STREET - 13TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94104

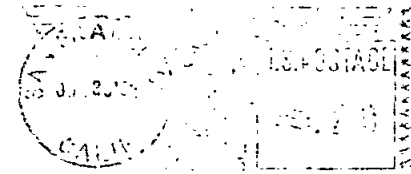
RECEIVED  
BOARD OF SUPERVISORS

AUG 2 4 43 PM '82

COUNTY OF  
SANTA CLARA

Board of Supervisors  
Santa Clara County  
70 W. Hedding Street  
San Jose, CA 95110

Attn: Rachel Robles



EXTRACT OF PUBLIC WORKS CONTRACT AWARD

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

DAS USE ONLY

P/W # \_\_\_\_\_  
Log date \_\_\_\_\_ N/C ☐

FROM: AWARDING AGENCY

County of Santa Clara  
Board of Supervisors  
Name 70 West Hedding Street  
San Jose, Calif. 95110  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Name of General Contractor... <b>Covco CA Corporation</b>		Contractor's License Number	
Mail address (Street No. or P. O. Box) <b>475 El Camino Real #408</b>	City <b>Millbrae</b>	Zip code <b>94030</b>	Telephone
Address or location of Public Works Site (include city and/or county) <b>Lawrence Expressway/Stevens Creek Boulevard, Santa Clara, CA</b>			
Contract or Project Number <b>81-17</b>		Dollar amount of contract award <b>\$47,351.00</b>	
Starting date	Completion date	Number of working days <b>80 working days</b>	
Type of construction (Highway, school, hospital, etc.) <b>Seismic safety improvement of Lawrence Expressway/Stevens Creek Boulevard separation</b>		New construction <input type="checkbox"/> Alterations <input checked="" type="checkbox"/>	

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

☒ Yes ☐ No

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

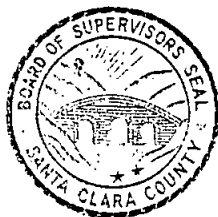
☒ Yes ☐ No

Signed by Rachel Robles Title Deputy Clerk Date 7-19-82

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

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

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



MEMBERS OF THE BOARD  
SUSANNE WILSON  
ZOE LOFGREN  
DAN MCCORQUODALE  
ROD DIRIDON  
REBECCA Q. MORGAN

**BOARD OF SUPERVISORS**  
**COUNTY OF SANTA CLARA**  
COUNTY GOVERNMENT CENTER, EAST WING  
70 WEST HEDDING ST. / SAN JOSE, CALIFORNIA 95110 / 299-2323

DONALD M. RAINS  
CLERK/BOARD OF SUPERVISORS  
TELEPHONE 299-4321

July 13, 1982

Lynne Berlanga  
Woodruff-Sawyer & Co.  
220 Bush Street  
San Francisco, CA 94104

Subject: Agreement for Seismic Safety Improvement of Lawrence Expressway  
Stevens Creek Boulevard Separation, Contract #81-17

Contractor COVCO CA Corporation  
Gentlepersons:

The Board of Supervisors at its meeting of July 13, 1982 awarded the captioned project to the low bidder as shown above who has designated your firm as his Insurance Agent or Broker. In order to comply with the insurance provisions of the captioned contract, the following items must be returned within 20 days after notification of acceptance of bids:

1. The enclosed Certificate of Insurance covering:

	<u>Bodily Injury Limits</u>	<u>Property Damage Limits</u>
General Liability	\$1,000,000	\$500,000
Automobile Liability	\$1,000,000	\$500,000
Workers' Compensation	Statutory Limits	
	\$500,000	

2. 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.

3. Also required are 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.

Sincerely,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

By: *Andrew Matthews*  
Deputy Clerk

am  
cc: 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  
299-4321 Area Code 408

Susanne Wilson, District 1  
Zoe Lofgren, District 2  
Dan McCorquodale, District 3  
Rod Diridon, District 4  
Rebecca G. Morgan, District 5

July 14, 1982

Mark A. Pursell, Vice President  
475 El Camino Real, #408  
Millbrae, CA 94030

Subject: Agreement for Seismic Safety Improvement of Lawrence  
Expressway/Stevens Creek Boulevard Separation

Contract No. 81-17

Dear Mr. Pursell :

Enclosed please find the original and a copy of the captioned Agreement. Please execute both copies and have them notarized before returning them to this office.

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.

Sincerely,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

  
By: Deputy Clerk

vas

Enclosures

CC:

California

JUNE 17, 1982



SEISMIC SAFETY IMPROVEMENT OF LAWRENCE EXPRESSWAY/STEVENS CREEK  
SEPARATION.

HERMAN A, DUYSINGS

\$50,880.00

GEORGE BIANCHI CONST.

COVCO CALIF. CORP.

\* \$47,351.00

CALIF. ENGR. CONTR.

WILLIAM P. YOUNG, INC.

\$49,055.00

A. E. MULLIN CONST. CO.

HAROLD BIANCHI

\$83,057.00

K. G. WALTERS CONST. CO.

CHARLES I. CUNNINGHAM

H & R CONST., INC.

W. A. SMITH

\$56,445.00

LITON CONST. CO.

ENGINEER'S ESTIMATE

*Reasonable Bid*

\$60,000.00

\$66,000.00

SECTION 112 - BID PROPOSAL

B I D F O R M

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

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the  
Seismic Safety Improvement of Lawrence Expressway / Stevens Creek Boulevard Separation

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

Total bid:

Sum of bid items 1 thru 9, inclusive:

FORTY SEVEN THOUSAND, THREE HUNDRED <sup>FIFTY ONE DOLLARS</sup>  
(Write bid in words and figures) Dollars \$ 47,351

Basis for award of contract

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

Bid Form - 1

SECTION 112, Page 1



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

### BID SCHEDULE

Item No.	Quantity	Item	Unit Price	Total
1	250	Linear Feet of Remove and Salvage Existing Guard Rail at	3.60	900.00
2 (F)	15	Cubic Yards Minor Concrete (structure) at	508.00	7,620.
3	60	Linear Feet Drill and Bond Dowels at	10.00	600.00
4 (S)	215	Linear Feet Core Concrete (3") at	43.00	9,245
5 (S)	55	Linear Feet Core Concrete (4") at	50.00	2,750
6 (F) (S)	2,000	Pounds Miscellaneous Metal (Restrainer) at	5.35	10,700
7	126	Linear Feet Metal Beam Guard Railing at	36.00	4,536
8	2	Each Cable Anchor Assembly (Breakaway, type A) at	500.00	1,000

Item No.	Quantity	Item	Unit Price	Total Cost
9	Lump Sum	Estimated amount of supplemental work involved in project to be paid in accordance with provisions in Section 105.5 of the Special Provisions.	Lump Sum	\$10,000

TOTAL, Bid Items 1 thru 9, Inc. 47,351

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

Bid Form 2

10/16/79  
Section 112 | Page 3

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

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

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

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

COVCO CA CORPORATION, Incorporated on 9/11/79 in the State of California

Warren Goolsby, President

Mark A. Pursell, Vice President

Daniel Rothwell, Secretary/Treasurer

Licensed in accordance with an act providing for the registration  
of Contractors, License No. 401683

Sign here:

COVCO CA CORPORATION

X *Mark A. Pursell*

Signature of Bidder

Mark A. Pursell, Vice President

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

Bid form 4

Section 112

10 16 79

page 5

April 11, 1978

# DESIGNATION OF SUBCONTRACTORS

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

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

## DESIGNATION OF SUBCONTRACTORS

NAME OF SUBCONTRACTOR	LOCATION Street City, Zip Telephone	DIVISION OF WORK
		METAL BEAM GUARD RAILING
		CORE DRILLING
CENTRAL FENCE CO	1304 WHITTON AVE SAN JOSE CA 95116 (408) 287-8991	GUARD RAILING
HEARD CONCRETE	23626 BERNHARDT ST MAYNARD CA 94545 (415) 782-3512	CORE DRILLING

COVCO CA CORPORATION

X. By Mark A. Pursell

Bidder's Signature

Mark A. Pursell, Vice President

April 11, 1978

### DESIGNATION OF SUBCONTRACTORS

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

Contractor shall list the dollar value of subcontractors work below. Bidder may fill out this form after award of contract. This form must be completed before "Notice to Proceed" will be issued.

NAME OF CONTRACTOR	ADDRESS & PHONE	DIVISION OF WORK	DOLLAR VALUE OF WORK

COVCO CA CORPORATION

X By

Bidder's Signature

Mark A. Pursell, Vice President

SECTION 112, page 7

Bid Form 6

DESIGNATION OF INSURANCE AGENT OR BROKER

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

Insurance Agent or Broker Lynne Berlanga  
Street Woodruff-Sawyer & Co.  
220 Bush Street  
City, Zip San Francisco, CA 94104  
Telephone 415/391-2141

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 X \_\_\_\_\_

If your answer is yes, explain the circumstances.

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

Executed at Millbrae, California, on June 17, 1982.

COVCO CA CORPORATION

X Mark A. Pursell  
Mark A. Pursell, Vice President



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, ancestry, or national origin. 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, 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 awarding authority, advising the said labor union or worker's representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the fair employment practices commission, the awarding authority or any other appropriate agency of the State of California, designated by the awarding authority, for the purposes of investigation to ascertain compliance with the fair employment practices section of the contract.
- (4) A finding of willful violation of the fair employment practices section of the contract or of the fair employment practices act shall be regarded by the awarding authority 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 awarding authority 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 awarding authority shall notify the contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

- (5) The contractor agrees, that should the awarding authority 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 awarding authority, 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 awarding authority 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 awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

- (a) The contractor shall provide evidence, as required by the awarding authority, 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 awarding authority, 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 awarding authority. 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 whom 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, 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 such subcontractor..

11/30/77

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

FAIR EMPLOYMENT PRACTICES CERTIFICATION

To the County of Santa Clara

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
COVCO CA CORPORATION

X

*Mark A. Pursell*

\_\_\_\_\_  
Signature of Bidder

Mark A. Pursell, Vice President

475 El Camino Real, #408, Millbrae, CA 94030  
Business Address

\_\_\_\_\_  
Place of Residence

March 27, 1981

BIDDER CERTIFICATION OF COMPLIANCE WITH  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

1. Bidder hereby certifies that he has solicited bids from the minimum number of minority contractors indicated in the guidelines provided in Bid Form 9b (page 2) for each Division of Work or contracting specialty for which a subcontract has been awarded on the project.
2. Bidder further certifies that minority contractors to whom bid solicitations were made were provided adequate time to submit bids and that bids were solicited on the dates and from the minority firms listed on Bid Form 9c with the results indicated.
3. Bidder additionally certifies that he intends to utilize the minority contractors indicated in Bid Form 9c as having submitted acceptable bids. (These contractors are included in Bid Form 5 listing of subcontractors to be utilized in the project). Following contract award, the bidder will report to the Director of Facilities Operations, Santa Clara County Transportation Agency, 1555 Berger Drive, San Jose, California 95112, the dollar amount of subcontracts awarded to minority contractors by name, MBE category, and Division of work in which subcontracts were awarded.
4. Bidder also certifies that he will inform, in writing, each subcontractor utilized on the project of his Equal Opportunity/Affirmative Action obligations. This will include informing each subcontractor of his obligation to comply with the terms and requirements of Part II of the Model Federal EEO Bid Conditions including the provisions relating to the 18.0% to 21.7% minority utilization goal.

BOVCO, CA CORPORATION

X Mark A. Pursell  
Bidder's Signature

Mark A. Pursell, Vice President

6/17/82

Date

WFPBC

May 12, 1978

GUIDELINES ON MINIMUM NUMBERS OF  
MINORITY CONTRACTORS TO BE INVITED TO BID IN  
EACH DIVISION OF WORK (CONTRACTING SPECIALTY)  
FOR WHICH A SUBCONTRACT IS AWARDED ON THE PROJECT

Based on the known availability of minority contractors as reflected in the Minority Contractor Registry, below are indicated the numbers established as reasonable required minimums of minority contractors from whom bids must be solicited in order to be considered a "Responsible Bidder". (If desired, a copy of the Registry can be purchased at the Contract Specifications Issue Counter in Room 204, Building 2, 1555 Berger Drive, at reproduction cost.)

Solicitation of bids from minority contractors is not limited to those contractors listed in the Minority Contractor Registry. The Registry is provided as an aid only. Minority contractors with desired capabilities from whom bids are solicited can be identified through any other available means.

When bid solicitations are made to minority firms not listed in the Minority Contractor Registry, the Bidder must assure that the minority firms meet the Federal Guidelines for designation as a minority business.

A Minority Business Enterprise is defined as a business, at least 51% of which is owned by minority group members. Minority group members are defined as Hispanic persons, Asians, Blacks, American Indians, or women regardless of race or ethnicity.

All minority firms listed by the Bidder on Bid Form 9c will be subject to verification as to the validity of their designation as minority businesses.

Bid solicitations made to general minority contractors (A and B licenses) for subcontracts in any Division of Work shown in Bid Form 5 or any of the subcontracting specialties listed in Bid Form 9b, page 2, for which they have the required capability will count toward meeting the minimum bid solicitation requirement for the subcontracting specialty concerned.

Bid Form 9c must reflect the bid solicitations made for each Division of Work shown in Bid Form 5. This should include the bid solicitations made to general contractors to perform work in particular contracting specialties. For example, if a bid solicitation is made to a minority general contractor with a "B" license for a subcontract for concrete work, it must be specifically shown in Bid Form 9c that the solicitation from the general contractor was made for work in the Concrete Division of Work.

The bid solicitations made for each Division of Work must reflect the minimum number of bid solicitations required for the contracting specialty concerned as indicated in Bid Form 9b, page 2. For example, if subcontracts are awarded for Concrete, Electrical, and Fencing Divisions of Work a minimum of four minority firms must be invited to bid for the concrete work subcontract, three for the electrical subcontract, and one for the fencing subcontract.

May 12, 1978

<u>Contracting Category of Specialty</u>	<u>Minimum number to be invited to bid</u>
A General Engineering	4
B General Building Contractor	4
C- 4 Boiler, Water Heating and Steam Fitting	1
C- 6 Cabinet and Mill Work	1
C- 8 Concrete	4
C- 9 Drywall	2
C-12 Earthwork and Paving	2
C-10 Electrical (General)	3
C-13 Fencing	1
C-16 Fire Protection Engineering	1
C-15 Flooring and Floor Covering	1
C-17 Glazing	1
C- 2 Insulation and Acoustical	1
C-27 Landscaping	3
C-26 Lathing	1
C-29 Masonry	1
C-23 Ornamental Metals	1
C-32 Parking and Highway Improvement	1
C-33 Painting and Decorating	4
C-35 Plastering	1
C-36 Plumbing	2
C-38 Refrigeration	1
C-39 Roofing	2
C-42 Sanitation System	1
C-43 Sheet Metal	1
C-50 Steel Reinforcing	1
C-51 Steel Structural	1
C-53 Swimming Pools	1
C-54 Tile (Ceramic and Mosaic)	1
C-20 Warm Air-Heating, Ventilation and Air-Conditioning	3
C-61 Limited Specialties	3

C-61, Limited Specialty, is for a specialty contractor whose operations as such are the performance of construction work requiring a special skill not included in the other specialty classifications.

July 7, 1980

(MINORITY) CONTRACTORS INVITED TO BID FOR SUBCONTRACTS AND RESULTS ATTAINED

In order to be considered a responsible bidder eligible for award of this contract, bidder must:

- a) give subcontractor a minimum of 7 days notice prior to bid opening for submission of bids.
- b) show compliance with this requirement at the time of the bid opening on this Bid Form 9c (revised). Bid form 9c must be filled out and submitted with bid at the same time as the bid is submitted.

[illegible]

\*MBE Categories and abbreviations: An MBE Firm is one that is 51% or more owned by a member of one of the following groups: H-Hispanic, A-Asian, B-Black, AI-American Indian, F-Female Non-Ethnic Minority, FM-Female Ethnic Minority

\*\* Division of Work: Indicate the Division of Work as shown in Bid Form 5, for the work for which bids were solicited, i.e. Concrete, Electrical, Fencing, etc.

\*\*\* "Bid Acceptable" block should be checked when contractor intends to award subcontract to the MBE firm indicated. This MBE firm should be listed in bid Form 5 as one of the subcontractors contractors intends to utilize on the project.

Bid Form 9c (Revised



# Dependable Insurance Company

Inc.



JWR-158

JACKSONVILLE, FLORIDA 32207

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we COVCO California Corporation  
475 El Camino R1, #408, Millbrae, CA 94030 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and  
DEPENDABLE INSURANCE COMPANY, INC.  
P.O. Box 10169, Jacksonville, Florida 32207

a corporation duly organized under the laws of the State of Florida  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Clerk of the Board of Supervisors of the County of Santa Clara, State of CA,  
County Government Center, 10th Flr., E. Wing, 70 W. Hedding St., San Jose, CA 95110  
as Oblige, hereinafter called the Oblige, in the sum of 10 % OF THE AMOUNT BID NOT  
TO EXCEED: ONE HUNDRED THOUSAND AND NO/100----- Dollars (\$ 100,000--),

for the payment of which sum well and truly to be made, the said Principal and the said Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Seismic Safety Improvement of Lawrence Expressway, Stevens Creek Boulevard,  
Santa Clara, CA.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished  
in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then  
this obligation shall be null and void, otherwise to remain in full force and effect. All obligations imposed upon surety by this instru-  
ment shall become null and void, and all right to make claim in connection therewith shall expire, 30 days from the date of the bid  
letting for the aforementioned construction project, unless, prior to the elapsing of said 30 days period, the obligee makes formal  
written request for an extension of same to surety's attorney-in-fact, and said attorney-in-fact responds with written approval thereof.

Signed and sealed this 11th day of June 1982

Covco California Corporation  
(Principal) (Seal)  
Mark A. Purcell (Title), Vice President  
Dependable Insurance Company, Inc.  
(Surety) (Seal)  
S. William Rucker  
Attorney-in-Fact

(Witness) X  
(Witness)

DEPENDABLE INSURANCE COMPANY, INC.  
JACKSONVILLE, FLORIDA

JWR-158

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Dependable Insurance Company, Inc., a Corporation in the State of Florida, having its principal office in Jacksonville, State of Florida, pursuant to the following applicable paragraphs of Article VIII of the By-laws of the Company:

"The President or a Vice-President may execute fidelity and surety bonds and other bonds, contracts of indemnity, recognizances, stipulations, undertakings, receipts, release, deeds, releases of mortgages, contracts, agreements, policies, notices of appearance, waivers of citation and consents to modifications of contracts as may be required in the ordinary course of business or by vote of the directors, and such execution may be attested where necessary or desirable and the seal of the company where necessary or desirable may be affixed to the specific instruments by a Secretary or an Assistant Secretary.

The President may with the concurrence of the Secretary appoint and authorize an attorney-in-fact or any other person to execute on behalf of the Company any of said instruments and undertakings and to affix the seal of the Company thereto where necessary or desirable," does hereby make, constitute and appoint

J. WILLIAM RUCKER of DOUGLASVILLE, GEORGIA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, as follows:

Specifically and only on bonds executed for bids on construction or service contracts or for performance and/or payment bonds on construction or service contracts in an amount not exceeding \$250,000.00 in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, and to bind DEPENDABLE INSURANCE COMPANY, INC. thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney expires on July 1, 1986.

IN WITNESS WHEREOF, the Dependable Insurance Company, Inc. has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed:



DEPENDABLE INSURANCE COMPANY, INC.

*C. Herman Terry*

C. Herman Terry, President

*H. T. Nelson*

Attest:

H. T. Nelson, Secretary

State of Florida ss.  
County of Duval

On this 2nd day of November, 1981, before the subscriber, a Notary Public of the State of Florida in and for the County of Duval duly commissioned and qualified, came C. Herman Terry and H. T. Nelson of the Dependable Insurance Company, Inc., to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the By-laws of said Company, referred to in the preceding instruments, are now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Jacksonville, Florida the day and year above written.



*Mary Frances Bailey*

MARY FRANCES BAILEY  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires May 12, 1984

State of Florida ss.  
County of Duval

CERTIFICATE

I, the undersigned, Secretary of DEPENDABLE INSURANCE COMPANY, INC., a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that Article VIII of the By-laws of the Company, as set forth in the Certificate of Authority is now in force.

Signed and Sealed at the Home Office of the Company, at Jacksonville, Florida, Dated this 11 day of June A.D., 1982



*H. T. Nelson*

Secretary

County of Santa Clara

California

JUNE 17, 1982

Transportation Agency  
1555 Senter Drive  
San Jose, California 95128

SEISMIC SAFETY IMPROVEMENT OF LAWRENCE EXPRESSWAY/STEVENS CREEK  
SEPARATION.

HERMAN A. DUYSINGS

\$50,880.00

GEORGE BIANCHI CONST.

COVCO CALIF. CORP.

\* \$47,351.00

CALIF. ENGR. CONTR.

WILLIAM P. YOUNG, INC.

\$49,055.00

A. E. MULLIN CONST. CO.

HAROLD BIANCHI

\$83,057.00

K. G. WALTERS CONST. CO.

CHARLES I. CUNNINGHAM

H & R CONST., INC.

W. A. SMITH

\$56,445.00

LITON CONST. CO.

ENGINEER'S ESTIMATE

\$60,000.00

*Reasonable Bid*

\$66,000.00

# memorandum



TO DON RAINS, Clerk of the  
Board of Supervisors

FROM J. R. RANDALL, Project Engr.  
Transportation Development

SUBJECT

DATE

Bid Opening

June 14, 1982

Seismic Safety Improvement  
of Lawrence Expressway/  
Stevens Creek Blvd. Separation

In accordance with Section 103-1.01C of the Special Provisions,  
the Reasonable Bid Amount for the subject project is \$66,000.00.  
This amount is 10% above the Engineers Estimate.

The Reasonable Bid Amount is to be announced at the time of  
the bid opening after the Engineers Estimate is read and before the  
bids are opened.

The bid opening is June 17, 1981.

JRR:kk


cc: SAB



June 17, 1982

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

The Engineer's estimate for Seismic Safety Improvement of  
Lawrence Expressway/Stevens Creek Separation is \$ 60,000.00.

  
JAMES H. GRAEBNER  
Director

JHG:js

Proof of Publication

(2015.5 C.C.P.)

RECEIVED  
BOARD OF SUPERVISORS

SAN JOSE POST-RECORD

76 West St. John Street JUN 16 1 36 PM '82

San Jose, California COUNTY OF

Phone: 287-4866 SANTA CLARA

No. ....

SEISMIC SAFETY IMPROVEMENT OF

LAWRENCE EXPRESSWAY/STEVENS CREEK

BOULEVARD SEPARATION

State of California  
County of Santa Clara, ss

I, the undersigned, state that I am, and at all times herein mentioned, was a citizen of the United States of America, over the age of eighteen years and not a party to or interested in the above entitled matter; that I am the principal clerk of the printer and publisher of the SAN JOSE POST-RECORD, a newspaper of general circulation, printed and published daily except Saturdays, Sundays and legal holidays, in the City of San Jose, County of Santa Clara, which newspaper has been adjudged a newspaper of general circulation by Superior Court of the County of Santa Clara, State of California, under date of February 3, 1922, Case Number 27844; and that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following dates to-wit:

June 8 & 15

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

Executed on June 15, 1982  
at San Jose, California.

Y. Claybon

Space Below for Use of County Clerk Only

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 June 17, 1982, for the construction of

SEISMIC SAFETY  
IMPROVEMENT  
OF LAWRENCE EXPRESSWAY/  
STEVENS CREEK BOULEVARD  
SEPARATION

in the County of Santa Clara of California, in accordance with plans and specifications on file for the work in the Office of the Clerk of the Board of Supervisors.

The Bids will be opened by the Clerk of the Board of Supervisors at the time and place above stated, and a report of the names of all bidders and the amount of each bid will be made by the Clerk of the Board following the date of bids.

The County of Santa Clara is an equal employment opportunity employer. Contractors shall comply with the California Fair Employment Practice Laws.

It is the policy of the County of Santa Clara that no person shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted by the County.

This Project includes goals for Minority and Female Business Enterprise participation. The bidders attention is directed to Sections 102, "Bid Proposal" and Section 103, "Submission of Minority Business Enterprise Information, Award, and Execution of Contract," of these special provisions.

This Project has a goal of 6 percent minority business enterprise participation, composed of 0 percent to 6 percent MBE's owned and controlled by minorities and 0 percent to 6 percent owned and controlled by women.

In keeping with this policy the County of Santa Clara hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

In order to be considered a "responsible bidder," eligible for award of this contract, the bidder must have solicited bids from a specified minimum number of minority contractors in each contracting specialty for which subcontracts are awarded.

Guidelines on the minimum numbers of bid solicitations that must be made to minority contractors in individual contracting specialties and the certifications required attesting to compliance with this requirements are outlined in Bid Forms 9a, 9b, and 9c. The required certification includes the date bid solicitations were made, name, address, and Minority Business Enterprise category of minority contractors invited to bid for subcontracts in particular divisions of work and the results attained from the bid solicitations.

Following contract award, contractors are required to report, in accordance with instructions contained in Section 105.7, "Minority Business Enterprise Equal Opportunity Bidding Requirements and Records," the actual awards made to MBE contractors.

A Minority Contractor Registry is available to assist bidders for County construction projects to identify and contact minority contractors who have expressed an interest in competing for contracts and subcontracts on such projects. The Registry contains data sheets on over 200 minority contractors. Each data sheet includes the name, address, telephone number, and Minority Business Enterprise category of the minority contractor. Also, it includes data on the contractor's bonding capacity, representative clients and projects, and other information useful in determining the contractor's capabilities.

An MBE must be certified before credit may be allowed toward the dual MBE goals. The Transportation Agency's MBE Directory is a guide to identifying MBE's which may be eligible for certification. It is recognized that every certified MBE is not included in this directory. It is the Bidder's responsibility to determine which MBE's are certified or eligible for certification.

The Minority Contractor Registry is available for review at the Contract Specifications Issue Counter, Room 204, Building #2, County Service Center, 1555 Berger Drive. A copy of the Registry can be purchased at this counter at its reproduction cost of \$12.50. Extracts of the Registry can also be purchased at the Issue Counter if desired.

Assistance in contacting minority contractors can also be obtained through the following organizations.

United Minority Business Entrepreneurs (UMBE), 413 Josefa, San Jose, California 95126. Telephone: (408) 275-1848.

Any problems encountered in contacting minority contractors should be brought to the attention of the Agency Minority Business Enterprise Program Liaison Officer, 299-2884.

Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Board of Supervisors of the County of Santa Clara, which rates are filed in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested parties on request.

Pursuant to Section 1770 of the Labor Code, the County of Santa Clara has ascertained the general prevailing wage rates in the County in which the work is to be done as set forth in Section 109 of these Special Provisions.

A payment bond is required to be filed and approved by the County of Santa Clara before entering upon the performance of the work.

Each bid must be accompanied by cash, a certified or cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid and the checks or bond shall be made payable to the order of the County of Santa Clara.

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

The Board of Supervisors of the County of Santa Clara or the Board of Supervisors of the Santa Clara County Transit District reserves the right to reject any and all bids or to waive any errors or discrepancies.

The time limit for the completion of work is specified in Section 104 (Beginning of Work, Time of Completion and Liquidated Damages).

Liquidated damages shall be assessed for each calendar day the work remains incomplete beyond that time limit and in the amount as specified in Section 104.

Project plans and special provisions may be secured at Room 204, Building 2, 1555 Berger Drive, San Jose, California 95112, upon payment of \$5.00 per set as a deposit. If the project plans and specifications 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, 1255 Berger Drive, San Jose, California, upon payment of \$4.00.

Attention of Bidders is directed to Amendments to Santa Clara County Standard Specifications, available at no cost at the Contract Specifications Issue Counter, Room 204, Building 2, County Service Center, 1555 Berger Drive, San Jose, California 95112.

A copy of the Standard Plans may be obtained by contacting Mr. Al Razani, City and County Liaison Engineer, P. O. Box 3366, Rincon Annex, San Francisco, California 94119, (415) 557-1795.

Attention of Bidder is directed to the following requirements:

In order to be considered a responsible Bidder eligible for award of Contract, Bidder inviting bids must give Subcontractors a minimum time period of 7 days prior to bid opening date for submission of bids.

Pre-Bid Opening Conference

On June 8, 1982 at 2:00 pm in the second floor conference room of the Transportation Agency, Schallenger Division at 1505 Schallenger Road, San Jose, California, a pre-bid opening conference will be held. Representatives of the utility companies and the Transportation Agency will be present. Affirmative action requirements, coordination of work to be performed, utility relocation will be discussed.

This meeting is to inform MBEs of subcontracting and material supply opportunities. Bidders attendance at this meeting is a prerequisite for demonstration reasonable effort to obtain MBE participation; however, if the MBE goal is met or MBE participation is obtained, attendance is not required.

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

By Order of the County of Santa Clara, State of California on May 3, 1982.

DONALD M. RAINS,  
Clerk of the  
Board of Supervisors

(June 8 - 15)

Susanne Wilson, District 1  
Zoe Lofgren, District 2  
Dan McCorquodale, District 3  
Rod Diridon, District 4  
Rebecca G. Morgan, District 5

May 18, 1982

Date

TO: San Jose Post Record  
Attn: Seymour Rose  
76 West St. John  
San Jose, CA 95113

RE: Notice to Bidders re Seismic Safety Improvement of Lawrence  
Expressway/Stevens Creek Boulevard Separation.

Notice published in the enclosed Notice to Bidders

on June 8 and June 14, 1982

Please send three copies of the Bill and one Affidavit of Publication

to the Office of the Processing Section immediately following

publication.

Very truly,

BOARD OF SUPERVISORS  
COUNTY OF SAN JOSE, CALIF.

*Audrey Matthews*

Secretary

cc: [illegible]

cc: [illegible]

December 16, 1981

### 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 June 17, 1982 for the construction of

Seismic Safety Improvement of Lawrence Expressway / Stevens Creek Boulevard Separation

in the County of Santa Clara of California, in accordance with plans and specifications on file for the work in the Office of the Clerk of the Board of Supervisors.

The Bids will be opened by the Clerk of the Board of Supervisors at the time and place above stated, and a report of the names of all bidders and the amount of each bid will be made by the Clerk of the Board following the date of bids.

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This Project includes goals for Minority and Female Business Enterprise participation. The bidders attention is directed to Sections 102, "Bid Proposal" and Section 103, "Submission of Minority Business Enterprise Information, Award, and Execution of Contract," of these special provisions.

This Project has a goal of 6 percent minority business enterprise participation, composed of 0 percent to 6 percent MBE's owned and controlled by minorities and 0 percent to 6 percent owned and controlled by women.

In keeping with this policy the County of Santa Clara hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.



## Notice to Bidders

August 31, 1981

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Guidelines on the minimum numbers of bid solicitations that must be made to minority contractors in individual contracting specialties and the certifications required attesting to compliance with this requirements are outlined in Bid Forms 9a, 9b, and 9c. The required certification includes the date bid solicitations were made, name, address, and Minority Business Enterprise category of minority contractors invited to bid for subcontracts in particular divisions of work and the results attained from the bid solicitations.

Following contract award, contractors are required to report, in accordance with instructions contained in Section 105.7, "Minority Business Enterprise Equal Opportunity Bidding Requirements and Records," the actual awards made to MBE contractors.

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Notice to Bidders

July 7, 1981

Any problems encountered in contacting minority contractors should be brought to the attention of the Agency Minority Business Enterprise Program Liaison Officer, 299-2884.

Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Board of Supervisors of the County of Santa Clara, which rates are filed in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested parties on request.

Pursuant to Section 1770 of the Labor Code, the County of Santa Clara has ascertained the general prevailing wage rates in the County in which the work is to be done as set forth in Section 109 of these Special Provisions.

A payment bond is required to be filed and approved by the County of Santa Clara before entering upon the performance of the work.

Each bid must be accompanied by cash, a certified or cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid and the checks or bond shall be made payable to the order of the County of Santa Clara.

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Notice to Bidders

July 7, 1981

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By order of the County of Santa Clara, State of California on May 3, 1982

DONALD M. RAINS

*Donald M. Rains*

Clerk of the Board of Supervisors

December 16, 1981

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Seismic Safety Improvement of Lawrence Expressway / Stevens Creek Boulevard Separation

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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, upon payment of \$4.00.

Attention of Bidders is directed to Amendments to Santa Clara County Standard Specifications, available at no cost at the Contract Specifications Issue Center, Room 204, Building 2, County Service Center, 1555 Berger Drive, San Jose, California 95112.

A copy of the Standard Plans may be obtained by contacting Mr. Al Ranzani, City and County Liaison Engineer, P.O. Box 3366, Rincon Annex, San Francisco, California 94119, (415) 557-1795.

Attention of Bidder is directed to the following requirements:

In order to be considered a responsible Bidder eligible for award of Contract, Bidder inviting bids must give Subcontractors a minimum time period of 7 days prior to bid opening date for submission of bids.

Pre-Bid Opening Conference

On June 8, 1982 at 2:00 pm in the second floor conference room of the Transportation Agency, Schallenger Division at 1505 Schallenger Road, San Jose, California, a pre-bid opening conference will be held. Representatives of the utility companies and the Transportation Agency will be present. Affirmative action requirements, coordination of work to be performed, utility relocation will be discussed.

This meeting is to inform MBEs of subcontracting and material supply opportunities. Bidders attendance at this meeting is a prerequisite for demonstration reasonable effort to obtain MBE participation; however, if the MBE goal is met or MBE participation is obtained, attendance is not required.

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

By order of the County of Santa Clara, State of California on May 3, 1982

DONALD M. RAINS

*Donald M. Rains*

Clerk of the Board of Supervisors

SR



TRANSMITTAL MEMORANDUM

S.D. \_\_\_\_\_

Page 1 of 2

DATE: May 3, 1982

COUNTY BOARD OF SUPERVISORS: Agenda Date May 17, 1982 Item No. \_\_\_\_\_

TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: LM LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: CONTRACT DOCUMENTS FOR SEISMIC SAFETY IMPROVEMENT OF  
LAWRENCE EXPRESSWAY/STEVENS CREEK BOULEVARD SEPARATION

RECOMMENDED ACTION:

Approve for advertisement the contract documents for seismic safety improvement of Lawrence Expressway/Stevens Creek Boulevard separation.

Bid opening will be June 17, 1982.

There are 80 working days allotted for this project.

Sufficient money is available under budgeted account No. 0023-6412-2892 Spot Safety.

It is against the County's policy to publish the engineer's estimate.

REASONS FOR RECOMMENDATION:

This project will strengthen the existing bridge to resist earthquake forces.

BACKGROUND:

On April 6, 1981 the Board of Supervisors approved a Five-Year Seismic Safety Improvement Program for County maintained bridges. This project implements a portion of this program.

APPROVED: DIRECTOR JWB

COUNTY EXECUTIVE \_\_\_\_\_

MAY 17 1982



DATE: May 3, 1982

COUNTY BOARD OF SUPERVISORS AGENDA DATE: May 17, 1982

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: CONTRACT DOCUMENTS FOR SEISMIC SAFETY IMPROVEMENT OF  
LAWRENCE EXPRESSWAY/STEVENS CREEK BOULEVARD SEPARATION

CONSEQUENCES OF NEGATIVE ACTION:

The goals of the Seismic Safety Improvement Program will not be achieved and the seismic hazard will remain.

STEPS FOLLOWING APPROVAL:

1. Advertise for bids.
2. Open bids.
3. If bids are accepted, award the project.
4. Work will proceed under the Facilities Operations Director.

LM:JRR:ai

Attachments

cc: JM





**Scale: 1" = 500'**

HEWLETT  
PACKARD

## PROJECT LOCATION

SERRA

INDUSTRIAL  
AREA

**STEVENS CREEK BLVD.**

CSN-LIS  
1961

FREWAY

Mr

Rio Vista

Capistrano

La Honda Ave

Ralya Cr.

Runo: C

Spring Cn

## Abstract

Modular (C)

Park  
 Meadow  
 5

11

10

5

5-11