

Rd 91

AGREEMENT BETWEEN COUNTY OF SANTA CLARA  
AND THE CITY OF CAMPBELL FOR WIDENING  
AND RESURFACING SOUTH WINCHESTER BLVD

# 28

WHEREAS, South Winchester Boulevard, from Latimer Avenue to 500 feet northerly of Hamilton Avenue, lies partly within an unincorporated portion of the County of Santa Clara (hereinafter called "County") and partly within the incorporated limits of the City of Campbell (hereinafter called "City"); and

WHEREAS, County and City have determined it necessary in the interest of public safety and convenience that the aforesaid portion of South Winchester Boulevard be widened and resurfaced;

NOW, THEREFORE, County and City Agree as follows:

1. City shall prepare, and assume all costs of preparation of, plans and specifications for the widening and resurfacing of South Winchester Blvd. from Latimer Avenue to 500 feet northerly of Hamilton Avenue; and shall submit plans and specifications for said resurfacing and widening to public bid; and shall award a contract for said resurfacing to the successful bidder; and shall inspect and approve of the work to be performed under said contract.

2. The aforesaid plans and specifications for said work are identified as "City of Campbell Improvement plans for Local Improvement District # 7" dated January 11, 1963, and GENERAL CONDITIONS AND SPECIAL PROVISIONS FOR L. I. D. 7 dated January 11, 1963 and are incorporated herein by reference the same as though set out in full. Said plans and specifications, or a true copy thereof, shall remain on file in the Department of Public Works of the County during the term of this Agreement.

3. The area of said improvements lying within the unincorporated limits of County is 3.8% of the total area of South Winchester Blvd. as such is to be improved as shown on said plans. County shall pay to City for County's share of the costs of construction of said road a sum equal to 3.8% of the total costs of construction as computed and determined under the contract awarded to City. In no event shall County's share of said costs exceed the sum of One Thousand Seven Hundred and Fifty - - - (\$1,750.00) - - - Dollars.

4. County shall make full and complete payment of its contribution to City not later than thirty (30) days after County has received the final accounting of the costs of the project. Delivery may be made by mailing said accounting to the County Engineer of County and deposit in the mail shall constitute receipt by County. Within fifteen (15) days after receipt of said accounting, County shall notify City in writing of any claims for adjustment or any disagreement as to the amount to be paid by County. Failure to so notify shall be deemed approval of said accounting and the amount specified therein to be paid by County shall be paid forthwith.

5. (a) City agrees that it shall require the successful bidder to take out, pay for and maintain until completion and acceptance of the work required by this contract, a separate policy of insurance naming the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, individually and collectively, and the officers, agents and employees of the County of Santa Clara, individually and collectively, as additional insureds. Said separate policy shall provide coverage to the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, individually and collectively, and the officers, agents, employees of the County of Santa Clara, individually and collectively, covering all work performed by, for or on behalf of said bidder.

FEB 11 1963

date

APPROVED: *[Signature]*  
RE: CE OF PC DPW FLD  
MO: ABSTAINS

*Campbell, City of*

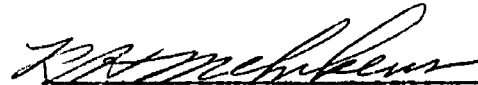
Both personal injury and property damage must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if the County of Santa Clara, individually and collectively, and the officers, agents, and employees of the County of Santa Clara, individually and collectively have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

(b) Each of said policies of insurance shall provide coverage in the following minimum amounts: For personal injury, \$300,000 each person, \$500,000 each occurrence; property damage \$50,000 on account of any one occurrence with an aggregate amount limit of not less than \$200,000. Said policy shall be satisfactory to the City Attorney of the City of Campbell and the County Counsel of the County of Santa Clara.

(c) The successful bidder shall file with the City Clerk, at the time of execution of the contract, said policy or policies of insurance covering the County of Santa Clara and the members of the Board of Supervisors of the County of Santa Clara, individually and collectively, and the officers, agents and employees of the County of Santa Clara, individually and collectively. Each such policy shall bear an endorsement precluding the cancellation or reduction in coverage without giving City as well as County at least five days prior notice thereof.

IN WITNESS WHEREOF, County and City have executed this agreement as of the 28th day of January, 1963.

COUNTY OF SANTA CLARA



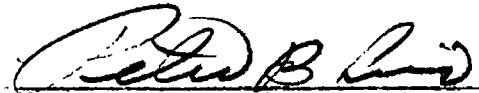
Chairman of the Board of Supervisors,  
Santa Clara County, California

FEB 11 1963

ATTEST:

  
Clerk of the Board of Supervisors

city of campbell




Mayor of City of Campbell, California

ATTEST:

  
City Clerk of Campbell, California

I, Dorothy Trevethan, City Clerk of the City of Campbell, do hereby certify that the attached is a true and correct copy of Resolution No. 1445 passed and adopted at a regular meeting of the City Council of the City of Campbell on the 28th day of January, 1963.

  
Dorothy Trevethan, City Clerk

SD 4

RESOLUTION NO. 1445

BEING A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF CAMPBELL AND THE COUNTY OF SANTA CLARA REGARDING THE WIDENING AND RESURFACING OF SOUTH WINCHESTER BOULEVARD.

WHEREAS, South Winchester Boulevard is to be widened to provide four moving lanes of traffic from Latimer Avenue to the north city limits; and

WHEREAS, a certain section of said widening is within the unincorporated limits of the County of Santa Clara; and

WHEREAS, an agreement covering participation in the resurfacing and widening of South Winchester Boulevard has been drafted; and

WHEREAS, said agreement is deemed necessary to accurately share the costs of said project;

NOW, THEREFORE, BE IT RESOLVED, that the agreement be and the same is hereby approved, and that the Mayor and City Clerk be authorized to execute the same on behalf of the City of Campbell.

PASSED AND ADOPTED this 28th day of January, 1963, by the following vote:

AYES: Councilmen: Doetsch, Weitzel, Rogers, McElroy, Lico

NOES: Councilmen: None

ABSENT: Councilmen: None

APPROVED:

  
Peter B. Lico, Mayor

ATTEST:

Dorothy Trevethan, City Clerk

**Sig Sanchez, 1st District**  
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, Chairman

February 15, 1963

Mrs. Dorothy Trevethan  
City Clerk  
City of Campbell  
75 North Central Avenue  
Campbell, California

**Subject: Agreement for the widening and resur-  
facing South Winchester Boulevard**

Dear Mrs. Trevethan:

Enclosed you will find two fully executed copies of an agreement between the County of Santa Clara and the City of Campbell for widening and resurfacing of South Winchester Boulevard from Latimer Avenue to 500 feet northerly of Hamilton Avenue.

The Board of Supervisors at its regularly scheduled meeting on February 11, 1963 authorized its Chairman to execute this agreement on behalf of the County. The enclosed copies are for your records.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk  
of the Board of Supervisors

JP:DMR:bs

Encl.

cc: Public Works Dept. w/agmt  
County Counsel w/agmt