

91

CITY OF SAN JOSE
CALIFORNIA



CITY HALL

TELEPHONE 292-3141

CITY CLERK

April 19, 1966

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

Gentlemen:

Enclosed please find a copy of an executed copy of AGREEMENT FOR IMPROVEMENT
OF WINCHESTER ROAD BETWEEN MOORPARK AVE. & CITY OF CAMPBELL.

This is your file copy.

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

BY: *Roy H. Hubbard*
Roy H. Hubbard
Deputy

Enc.

RECEIVED
BOARD OF SUPERVISORS
APR 21 12 26 PM '66
COUNTY OF
SANTA CLARA

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR THE
IMPROVEMENT OF WINCHESTER ROAD BETWEEN
MOORPARK AVENUE AND THE CITY OF CAMPBELL.

AGREEMENT made this 19 day of April, 1966 between the COUNTY OF SANTA CLARA, a political subdivision of the State of California hereinafter called "County", and the CITY OF SAN JOSE, a municipal corporation of the State of California hereinafter called "City", and entered into for this

PURPOSE: The parties propose to improve that portion of Winchester Road lying between Moorpark Avenue and the corporate limits of the City of Campbell, of which approximately thirty-eight percent is situate within unincorporated territory of County. The improvements contemplated will be street improvements including intersection signalization and safety lighting but without full provision for sidewalks. The complete scope of improvements are to be set out in plans to be prepared by City. It is in the best interests of the parties and of orderly and economic construction practices to undertake the improvement of Winchester Road under a single contract awarded and administered by City. City and County intend to share the construction cost of the improvement project in the manner based upon the amount of benefit resulting to each jurisdiction by reason of the project.

NOW, THEREFORE, City and County agree:

1. PLANS FOR STREET IMPROVEMENT. -- City shall proceed with diligence to prepare plans and specifications for the street improvement, including intersection signalization and safety lighting, but without full provision for sidewalks, of that portion of Winchester Road lying between Moorpark Avenue and the near corporate limits of the City of Campbell. City shall submit the completed plans and specifications to County for its approval.

1 - Pub. Works

2. RIGHTS-OF-WAY. -- County shall proceed with diligence to acquire rights-of-way necessary for the construction of the street improvement project. County agrees that rights-of-way or other interests in real property acquired by County hereunder within the corporate limits of City will be taken in City's name or conveyed by County to City within a reasonable time by sufficient grant deed.

3. AWARD OF CONTRACT. -- Following County's approval of City's plans and specifications for the project, City shall advertise for bids upon the construction work. If a satisfactory bid is received, City shall let a single contract for the construction of the street improvements in accordance with the approved plans and specifications and shall supervise the work of construction to completion.

4. OTHER WORK. -- It is agreed by the parties that City's plans and specifications required by Paragraph 1 may provide for and include sewers, and that bids solicited and the contract let in accordance with Paragraph 3 may provide for and include the construction of sewers. In the event sewers are included in the plans, specifications, bids or construction contract, they shall not be considered a street improvement under this agreement; and while County consents to City's construction of sewers in conjunction with the street improvements to be undertaken under this agreement, the cost of sewer construction shall be borne wholly by City.

5. INSURANCE. -- The terms of the contract let by City for the construction of the project shall require the contractor to provide, and maintain in force throughout all stages of the work, public liability and property damage insurance in form and limits of liability acceptable to City and County, insuring City and County and their respective officers and employees against loss, cost or expense arising from, or connected in any way with, the construction of the project.

6. COUNTY'S SHARE OF COST -- PAYMENT. -- After City's receipt of a satisfactory bid, in accordance with Paragraph 3 hereof, but before City's award of contract for the construction of the project,

County shall pay to City as County's share of the cost of the project one hundred twenty thousand dollars (\$120,000) less any sums actually expended by County in acquiring rights-of-way in accordance with Paragraph 2 hereof. County's share of the cost of the project shall not include any costs attributable to the constructing of sewers, if sewers are incorporated into the approved plans.

7. ACCOUNTING. -- After completion of the construction of the project and its acceptance by City, City shall prepare and provide County with a full accounting of project construction costs. If one hundred twenty thousand dollars (\$120,000) is greater than thirty-eight percent (38%) of the total project construction cost, including the cost of acquisition of rights-of-way but less the cost attributable to sewers, if any, City shall pay to County the difference between one hundred twenty thousand dollars (\$120,000) and thirty-eight percent (38%) of the total project cost less sewer costs but including costs of rights-of-way.

8. TITLE TO STREET IMPROVEMENTS. -- Each party shall have title to those street improvements, constructed in accordance with this agreement, which are situate within its jurisdiction.

WITNESS THE EXECUTION of this agreement the day and year first above written.

CITY OF SAN JOSE, a municipal corporation

By

[Signature]
Mayor

And

[Signature]
City Manager

CITY

ATTEST: FRANCIS E. GREINER
By *[Signature]* Deputy
City Clerk

COUNTY OF SANTA CLARA

By

[Signature]
Chairman, Board of Supervisors

Approved as to form

[Signature]
Dep/Asst County Counsel

Date: March 10, 1966

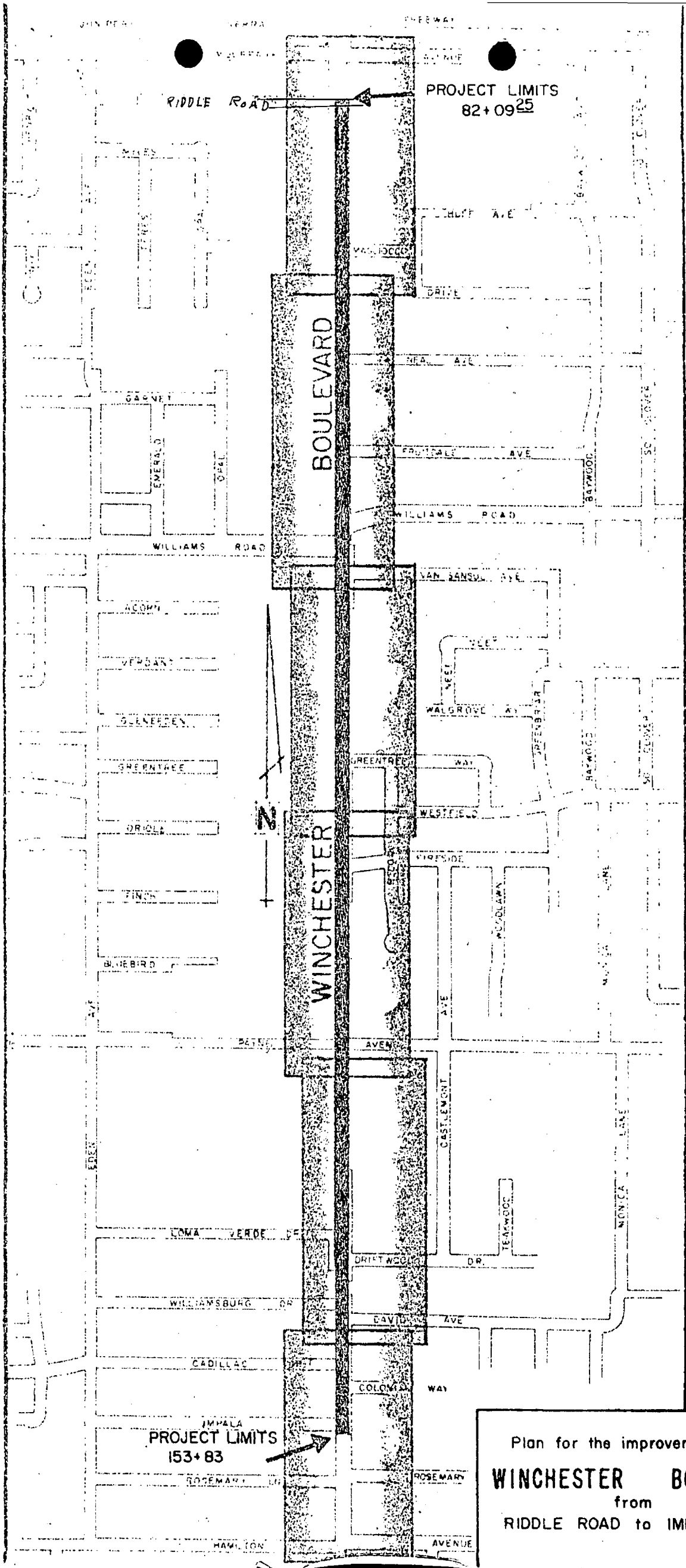
ATTEST: *[Signature]*
Clerk, Board of Supervisors
DONALD M. RAINS
Asst. Clerk Board of Supervisors
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PUBLIC WORKS
MAR 4 1 28 PM '66
COUNTY OF
SANTA CLARA

RECEIVED BOARD OF SUPERVISORS
MAR 3 11 53 AM '66
RECEIVED BOARD OF SUPERVISORS
APR 21 12 26 PM '66
COUNTY OF
SANTA CLARA

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DEPT. OF PUBLIC WORKS
MAR 7 1966
COUNTY ENGINEER

[Faint, mostly illegible text body of the document]



RIDDLE ROAD

PROJECT LIMITS
82+09²⁵

WINCHESTER BOULEVARD

WINCHESTER BOULEVARD

PROJECT LIMITS
153+83

Plan for the improvement of
WINCHESTER BOULEVARD
from
RIDDLE ROAD to IMPALA DRIVE

#19

Winchester Rd

Gen

91

March 22, 1966

**City Manager's Office
City of San Jose
801 North First Street
San Jose, California**

**Subject: Agreement with City of San Jose
For Improvement of Winchester Road btw
Moorpark Avenue and the City of Campbell.**

Dear Sirs:

Enclosed you will find an original and 1 copies of an agreement between the County of Santa Clara and the party (ies) named above. The Board of Supervisors at its regularly scheduled meeting on March 21, 1966 authorized its Chairman to execute this agreement on behalf of the County.

After execution of all copies, please return the original and 1 copy (ies) to this office. The remaining copies are for your records.

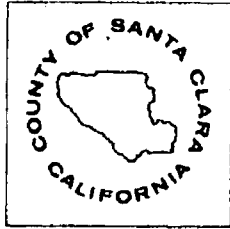
Very truly yours,
JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP: hb
Encls. 2
CC: Public Works

No. 2

(Should have gone to:
Roy H. Hubbard
attn: city clerk.)



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: March 10, 1966

FOR: BOARD OF SUPERVISORS AGENDA OF March 21, 19 66

FROM: STEFFANI, Public Works, Design

TITLE: AGREEMENT FOR THE IMPROVEMENT OF WINCHESTER ROAD BETWEEN MOORPARK AVENUE AND THE CITY OF CAMPBELL

DESCRIPTION:

This agreement provides for the improvement of Winchester Road between Moorpark Avenue and the City of Campbell, on a cooperative basis. Rights of way have been voluntarily dedicated. Funds for the project were provided in the 1965-66 budget. The improvement will provide for six (6) moving lanes.

Approval is recommended.

ECS:ee

Attachment

APPROVED:

James T. Pott
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

Don Rains

memorandum



TO	Department of Public Works	FROM	Jean Pullan, Clerk of the Board
SUBJECT	AGREEMENT FOR IMPROVEMENT OF WINCHESTER ROAD BETWEEN MOORPARK AVENUE AND CAMPBELL CITY LIMITS -- with City of San Jose		DATE March 3, 1966

Attached please find two copies of the captioned agreement received this date from the City of San Jose. Please review and submit recommendation to the Board of Supervisors.

JP:kb
Encl. 2

DEPT. OF PUBLIC WORKS
RECEIVED

SANTA CLARA
COUNTY OF
MAR 11 1 58 PM '66
PUBLIC WORKS
RECEIVED



CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

CITY CLERK
March 1, 1966

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

Gentlemen:


Enclosed please find two copies of AGREEMENT FOR THE IMPROVEMENT OF
WINCHESTER ROAD BETWEEN MOORPARK AVENUE AND THE CITY OF CAMPBELL

for your signature. Please return all of signed copies to Roy H. Hubbard,
Assistant City Clerk, City Hall, San Jose, California, for completion.

An executed copy will be returned to you for your files.

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

BY: 
Roy H. Hubbard
Deputy

Enc.