

32000 CVA Expressways - Capital

CERTIFICATE OF INSURANCE

Issued at the Request of
COUNTY OF SANTA CLARA

OK
4/2/79

(TO BE COMPLETED BY REQUESTING DEPT/AGENCY)

Requesting Dept/Agency _____ Project or Job Name & Number _____

County Representative Handling _____

Insured or Insurance Company,
Please return to:

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

This is to Certify that the Company named below

The Etna Casualty and Surety Company

(Insurance Company)

Hartford, Connecticut

(Local Address)

Has issued to:

Named Insured
and Address

AE Properties, Inc.
1 Civic Center
Hartford, Connecticut

Producer
and Address

Corporate Insurance and Safety
Etna Life and Casualty Company
Hartford, Connecticut

The policy listed below

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY			
				BODILY INJURY LIABILITY		PROPERTY DAMAGE LIABILITY	
				EACH PERSON	EACH OCCURRENCE	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIAB. INCLUDING BLANKET CONTRACTUAL LIAB.	07 AL 150395 SCA	7/1/77	7/1/80	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰
PERSONAL INJURY LIABILITY	07 AL 150395 SCA	7/1/77	7/1/80	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰		
PRODUCTS - COMPLETED OPERATIONS	07 AL 150395 SCA	7/1/77	7/1/80	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰
AGGREGATE	07 AL 150395 SCA	7/1/77	7/1/80		\$1,000 ⁰⁰⁰		
COMPREHENSIVE AUTO LIAB. OWNED & NON-OWNED	07 AL 150395 SCA	7/1/77	7/1/80	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰	\$1,000 ⁰⁰⁰	
WORKMEN'S COMPENSATION	07 C 84715 SRA	4/15/77	4/15/79	COMPENSATION STATUTORY STATE(S)			
UNBRELLA OR EXCESS COVERAGE					\$.000	\$.000	
OTHER							

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

- Covers any operation under contract or agreement between the County and the insured.
- Specific operation: Agreement Between The County of Santa Clara and AE Properties, Inc. for Improvements on Capital Expressway (Signed by AE Properties, Inc. January 10, 1979)

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

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

SPECIAL ENDORSEMENT

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

Company _____ Policy No. _____ End Effective Date _____

Excluded

1. **Additional Named Insureds Endorsements:** Such insurance as is afforded by this policy shall also apply to the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively as additional insureds.
2. **Notice of Cancellation or Change in Coverage Endorsement:** This policy may not be cancelled nor the coverage reduced by the Company without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown on the Certificate of Insurance.
3. **Contractual Endorsement:** It is agreed this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.
4. **XCU Endorsement:** It is agreed this policy has been issued so that coverage is provided for XC and U.
5. **Broad Form Property Damage:** It is agreed the provisions of this policy have been extended to provide Broad Form Property Damage coverage.
6. 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.

Signed by *Edward [Signature]*
Authorized Representative

ROADS

C-A
Expressway
A E Properties
Inc

AGREEMENT BETWEEN THE COUNTY OF SANTA
CLARA AND A E PROPERTIES, INC. FOR IMPROVEMENTS
ON CAPITOL EXPRESSWAY

This agreement, made and entered into this _____
day of FEB 26 1979, 1979 by and between A E Properties, Inc.
(hereinafter called "Developer") and the County of Santa Clara, a
political subdivision of the State of California (hereinafter called
"County").

WITNESSETH:

WHEREAS, developer desires to make extensive on-site improvements
on the property bounded by Silver Creek Road, Capitol Expressway and
Aborn Road.

WHEREAS, County of Santa Clara requires certain improvements with-
in Capitol Expressway between Silver Creek Road and Aborn Road and the
intersections of Capitol Expressway with Silver Creek Road and Aborn
Road to mitigate the effects of the increased traffic, caused by the
development.

WHEREAS, it is in the public interest of orderly and economic
construction practices to complete said improvement under an agreement
between developer and County.

NOW, THEREFORE, for and in consideration of their mutual promises,
covenants and agreements; and subject to the terms, conditions and
provisions hereinafter set forth, the parties do hereby agree as follows:

1. Scope of Project. The scope of the project consists of:
 - a. Construct a new median island at the westerly approach
of the Capitol Expressway-Silver Creek Road intersection
at a location of 12 ft. northerly of the existing median
island.
 - b. Construct pavement for 12 ft. wide additional left-turn
traffic lane approximately 250 ft. long plus 120 ft.
taper, southerly and adjacent to the new median island.

cc: Orig & 2, Transp./1-Finance/1-Counsel/1-Developer

- c. At the Capitol Expressway/Silver Creek Road intersection make such modifications to the existing traffic signal as required to accommodate the addition of a left-turn lane and the widening of Silver Creek Road. These traffic signal modifications include, but are not limited to, the following items:
- (1) Relocate controller cabinet.
 - (2) Relocate two signal standards and salvage one standard.
 - (3) Relocate one electrolier.
 - (4) Relocate median pullbox and extend and/or shorten existing conduit.
 - (5) Install all conduit necessary to accommodate the modification of the Signal System.
 - (6) Replace pullboxes.
 - (7) Modify cabinet wiring to accept additional equipment. Furnish and install additional sensor units.
 - (8) Modify and relocate existing service point.
 - (9) Replace all detector lead-in cables to conform with County Standard Specifications (no splicing of cables allowed).
 - (10) Install new detector loops in portions of the intersection to provide proper operation.
 - (11) Relocate and replace in kind interconnect cable and conduit between Aborn Road and Silver Creek Road. At the Capitol Expressway/Aborn Road intersection make such modifications to the existing traffic signal system as required to accommodate the widening of Aborn Road west of Capitol Expressway and the installation of double left turns on Capitol Expressway to Aborn Road eastbound including loops and cable to controller cabinet for 2nd left-turn lane from Capitol Expressway southbound to Aborn Road eastbound.

- d. Install roadway improvements at the northerly leg of the Capitol Expressway-Silver Creek Road intersection, including pavement consisting of 15" AC - deep lift, curb and gutter and drainage facilities.
 - e. Install a County approved speed change lane from Aborn Road to Silver Creek Road.
 - f. Construct roadway improvements including pavement, curb and gutter and drainage facilities on the westerly leg of the Aborn Road-Capitol Expressway intersection to a point 57 ft. parallel and westerly of the centerline of Capitol Expressway. Such improvements to extend in a westerly direction as approved by City of San Jose.
2. Public Hearings and Environmental Statements. Developer shall conduct all public hearings and prepare all environmental statements that may be required for said project by existing legislation.
 3. Plans, Specifications and Estimates.
 - a. Developer shall prepare final plans and specifications for all roadway work including drainage within Capitol Expressway, as outlined in Section 1 of this agreement. Such plans and specifications shall conform to County standards, policies and procedures. County approval on all plans and specifications will be required before advertising, and all work by developer is subject to an encroachment permit.
 - b. County will prepare final plans and specifications for the modification of the existing traffic signal, at Silver Creek Road and Aborn Road, including, but not limited to, underground conduits, safety lighting and loops. County will also check plans for all remaining improvements installed under this agreement for conformance with County Standards.

- c. County will provide inspection of all work within Capitol Expressway.

In addition, in consideration for the engineering and inspection work performed by County, developer agrees to pay to County:

- a. 15% inspection fee for all improvements installed under this agreement. The inspection fee is estimated at \$30,000.
 - b. A plan checking fee estimated to be \$3,000, based on actual time charges.
 - c. An engineering fee for the design of all electrical work based on actual time charges, the estimated amount of which is \$8,000. County agrees that the fee under this subparagraph c shall not exceed \$10,000.
4. Deposit and final accounting. Within 30 days after execution of this agreement, developer shall pay County the sum of \$41,000, as a deposit.
Upon completion of the project, County shall render a complete Final Accounting to developer. If the Final Accounting shows, the total developer's cost exceeds the amount of the deposit, developer shall pay any difference to County within 30 days after the Final Accounting. If the total developer's cost is smaller than the amount deposited, County shall refund the difference within 30 days after the Final Accounting.
 5. Insurance. Developer shall take out and maintain during the term of this agreement a separate policy of insurance naming as additional insured 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. Said policy shall provide coverage to the above named insured for all activities or omissions of Lessee or supervisory acts of the officers and employees of the County of Santa

Clara with respect to this lease. Said policy shall insure both bodily injury to the limits of Five Hundred Thousand Dollars (\$500,000.00) for each person and Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, and property damage to the limit of Fifty Thousand Dollars (\$50,000.00) for each occurrence with an aggregate amount of not less than Two Hundred Thousand Dollars (\$200,000.00); and said policy shall provide that the coverage afforded shall be primary coverage to the full limit of liability stated in the declarations; and if the County of Santa Clara, its members of the Board of Supervisors, 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.

6. Indemnity. The developer shall assume the defense and indemnify and save harmless the County, its officers, agents and employees, from every expense, liability or payment by reason of injury "including death" to persons, to damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence to willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

7. Ownership. Upon completion of the work, County shall become the sole owner of all improvements constructed by developer under this agreement.
8. Maintenance. Upon completion of the work, County shall maintain at its own cost all improvements constructed under this agreement.
9. Developer shall solicit bids and award the contract. All costs of construction of the improvements installed under this agreement shall become the sole obligation of Developer; County is not responsible to pay for any portion of such costs.
10. Developer agrees to meet his obligation to his contractor and make promptly payments for all labor and materials being part of the improvements installed under this agreement, so that County is held harmless and without liability to said parties. Developer agrees to defend and indemnify

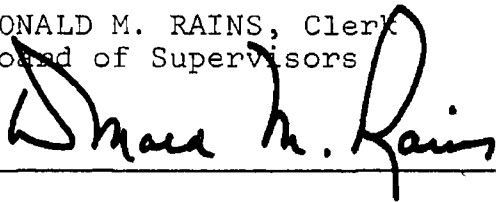
County in the event County should suffer suit at law or damages of any kind as a result of Developer's failure to meet his obligations.

IN WITNESS WHEREOF, County has executed this agreement as of
FEB 26 1979

COUNTY OF SANTA CLARA

By 
Chairperson Board of Supervisors

ATTEST:


DONALD M. RAINS, Clerk
Board of Supervisors


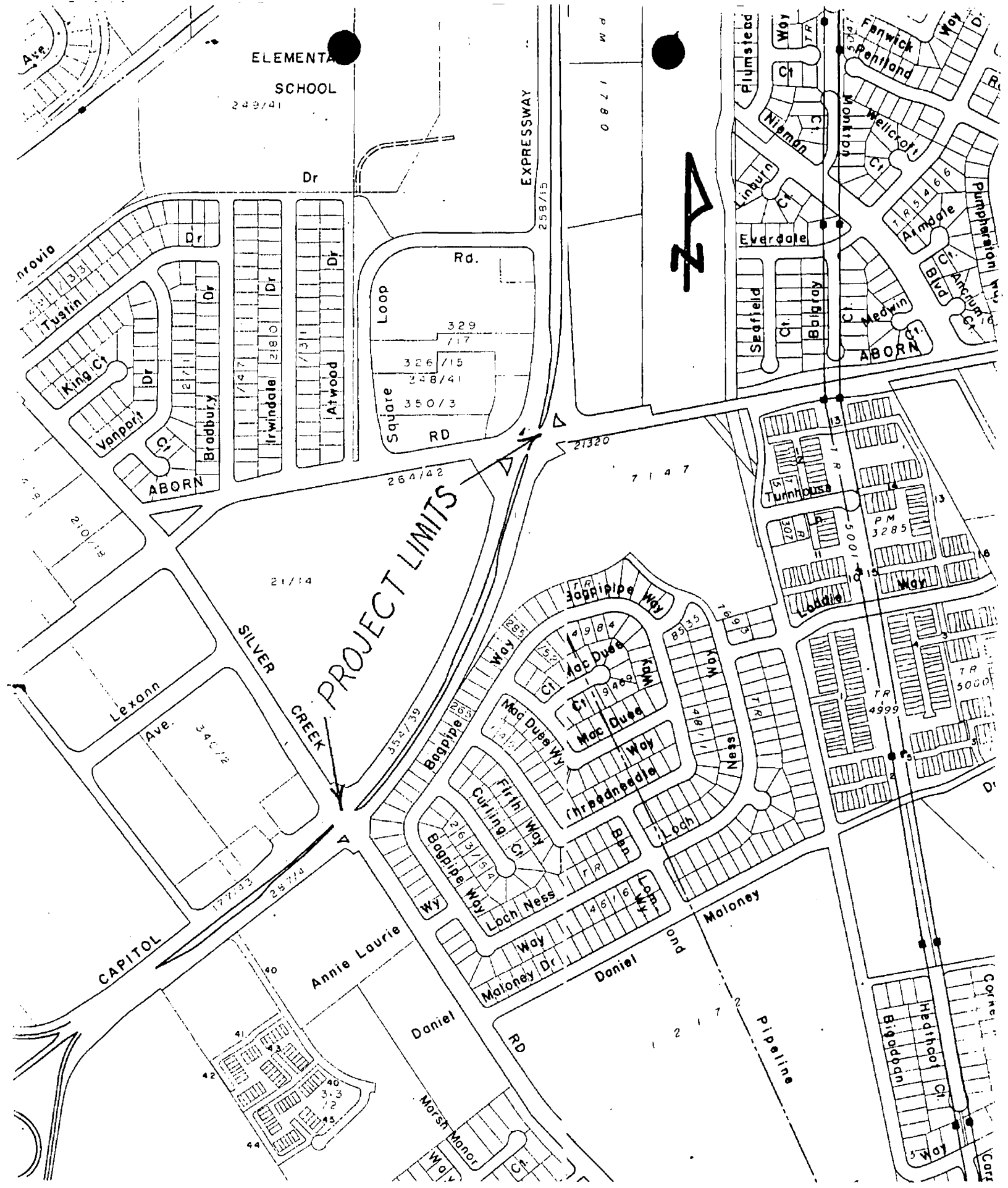
IN WITNESS WHEREOF, Developer has executed this agreement as of
January 10, 1979

A E Properites, Inc.
a California corporation
~~general partner~~

By: , Vice President
By: _____

APPROVED AS TO FORM:





LOCATION MAP
SCALE 1"=500'

memorandum



TO	Werner Schroeder, Transportation Agcy.	FROM	Clerk of the Board/ea	
SUBJECT	Agreement with AE Properties, Inc., for		DATE	2/28/79

Improvements on Capitol Expressway bet.
Silver Creek & Aborn Roads, Item 7, 2/26/79

Per your request, enclosed please find original and 2 copies of above subject agreement for further processing. A copy has been sent to A.E. Properties, Inc.



California

FEB 26 B R



COUNTY EXECUTIVE OFFICE

TRANSMITTAL MEMORANDUM

S.D. 1

Page 1 of 2

DATE: February 6, 1979

FOR: BOARD OF SUPERVISORS AGENDA OF February 26, 1979

FROM: LOU MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND AE PROPERTIES FOR IMPROVEMENTS ON CAPITOL EXPRESSWAY BETWEEN SILVER CREEK ROAD AND ABORN ROAD

DESCRIPTION:

Recommended Action

Execute the attached agreement. There are no net financial obligations to the County since the County will be reimbursed for services rendered, which are estimated to amount to \$41,000.

The total estimated cost of all of the improvements installed under this agreement is \$200,000, all of which will be paid for by the developer.

Reasons for Recommendation

Under the agreement the developer (AE Properties) will make certain improvements, including adding a left-turn lane at Capitol Expressway and Silver Creek Road together with modification of the existing traffic signal. Improvements also include the installation of a speed change lane between Silver Creek Road and Aborn Road. These improvements are to mitigate the effects of a potential 20 acres of commercial development bounded by Capitol Expressway, Silver Creek Road and Aborn Road. According to the agreement the County staff will provide the design of the signal modifications and the inspection for all of the proposed improvements.

Background

Capitol Expressway between Silver Creek Road and Aborn Road exists as a 4-lane divided highway. Because of the anticipated increase of traffic due to the 20-acre commercial development the developer is required to add at his own cost an additional traffic lane for left turns from Capitol Expressway to the development. Under existing policy for spacing of access openings the developer is entitled to one private driveway opening for right turns only. This private driveway opening is located approximately one-half way between Silver Creek Road and Aborn Road. For safety purposes the developer must install a new speed change lane on Capitol Expressway.

APPROVED: DIRECTOR

COUNTY EXECUTIVE

AGENDA DATA: DATE:

BOARD ACTION:

ITEM NO:

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: February 6, 1979

DATE OF AGENDA: February 26, 1979

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND AE PROPERTIES
FOR IMPROVEMENTS ON CAPITOL EXPRESSWAY BETWEEN SILVER CREEK
ROAD AND ABORN ROAD

Consequences of Negative Action

The County will not be reimbursed for expenditures relating to the design and inspection of the needed modification of the traffic signal.

Steps following Approval

Return the executed original to the Transportation Agency, attention:
Werner Schroeder.

LM:WS:vlt

attachments

cc: Tri-State Engineering
George McKissick, Department of Public Works, City of San Jose
NLC

Item 7, 2/26/79

No. _____

Job No. _____

Change Order No. _____

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE February 28, 1979

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

_____ February 26 _____, 19 79

Project to be charged Improvements on Capitol Expressway bet.
Silvercreek Rd. and Aborn

For the amount of \$ see attached agreement

Contractor A.E. Properties, Inc.

Completion Date _____

Budget Item _____ (for Controller's use)

Donald M. Rains, Clerk/ea
Clerk of the Board

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