

7/31/61

**AGREEMENT BETWEEN COUNTY OF SANTA
CLARA AND CITY OF SAN JOSE FOR RE-
SURFACING OF A PORTION OF BLOSSOM
HILL ROAD.**

WHEREAS, Blossom Hill Road, from San Jose Avenue to Harwood Avenue, lies partly within the County of Santa Clara (hereinafter called "County") and partly within the incorporated limits of the City of San Jose (hereinafter called "City"); and

WHEREAS, County and City deem it necessary in the interest of public safety and convenience that the aforesaid portion of said Blossom Hill Road be resurfaced; and

WHEREAS, County proposes to undertake the resurfacing of said Blossom Hill Road in conjunction with the resurfacing of portions of Shannon and Short Roads which lie entirely outside the incorporated limits of the City;

NOW, THEREFORE, County and City agree as follows:

1. County shall assume the cost of the preparation of plans and specifications for the resurfacing of Shannon Road from San Jose Avenue to Short Road, Short Road from Shannon Road to Blossom Hill Road and Blossom Hill Road from the westerly line of Tract 505 to Harwood Road. County shall submit said plans and specifications to bid, shall award the contract to the successful bidder and shall inspect and approve of the work to be performed.

2. The aforesaid plans and specifications are identified as "Plans and Specifications for Resurfacing of Shannon, Short and Blossom Hill Roads, Department of Public Works, County of Santa Clara, W.O. 2138, dated July 17, 1961" and are incorporated herein by reference as if set out in full herein. Said plans and specifications or a true copy thereof, shall remain on file in the Department of Public Works during the term of this agreement.

3. The length of said Blossom Hill Road lying within the incorporated limits of City is 12.4% of the total length of the portion of said roads to be improved as shown on said plans. City shall pay to County for City's share of the costs of resurfacing of said Blossom

cc: Pub. Wks.

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BOARD OF SUPERVISORS
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COUNTY OF
SANTA CLARA

Hill Road, a sum equal to 12.4% of the total costs of resurfacing as computed and determined under the contract awarded by County. In no event shall City's share of said costs exceed the sum of 12.4% of \$60,606 or (\$7,515.00).

4. City shall make full and complete payment of its contribution to County by September 30, 1961, or thirty (30) days after City has received the final accounting of costs whichever is the later. Delivery may be made by mailing said accounting to the City Engineer of City and deposit in the mails shall constitute receipt by City. Within ten (10) days after receipt of said accounting, City shall notify County in writing of any claims for adjustment or any disagreement as to the amount to be paid by City. Failure to so notify shall be deemed approval of said accounting and the amount specified therein to be paid by City to County shall be paid forthwith.

5. County agrees that it shall require any contractor engaged to perform the work and improvements to take out and maintain at all times during the performance of any work to be done hereunder a policy or policies of public liability and property damage insurance naming thereon the County of Santa Clara, its officers and employees, the City of San Jose, its officers and employees, as insureds against liability of any kind whatsoever arising out of or in any way connected with the work and improvements to be performed by, for or on behalf of the contractor. Both personal and property damage insurance must be on an occurrence basis; and said policy or policies shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations and that if the City of San Jose, its officers and employees, respectively, have other insurance against any loss covered by said policy or policies, said other insurance shall be deemed excess insurance only. Said policy or policies shall provide coverage to the City of San Jose, its officers and employees, in the following minimum amounts: For

personal injury, \$100,000 each person; \$300,000 each occurrence; property damages \$50,000 on account of any one occurrence with an aggregate limit of not less than \$200,000.

County shall require the contractor to file with the Board of Supervisors of the County of Santa Clara at the time of execution of any contract awarded to the contractor for the performance of said work and improvement, a certificate showing insurance coverage as aforesaid, and that said policy or policies shall not be cancelled or reduced in coverage without giving to the Board of Supervisors of the County of Santa Clara not less than ten (10) days prior written notice of intention so to do.

IN WITNESS WHEREOF, County and City have executed this agreement on the _____ day of OCT 30 1961, 1961.

CITY OF SAN JOSE, a municipal corporation

By Paul Moore
Mayor

And A. P. Hamann
City Manager

By Franklin D. Knopf, Deputy

ATTEST:

Francis L. Owen
City Clerk

COUNTY OF SANTA CLARA

By Ed R. Levin
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

Jean Pullan

November 1, 1961

Mr. Francis L. Greiner
City Clerk of San Jose
City Hall
San Jose, California

Dear Mr. Greiner:

Enclosed are original and three copies of agreement between the County of Santa Clara and the City of San Jose for resurfacing of a portion of Blossom Hill Road, which was approved by the Board of Supervisors on October 30, 1961.

Please return a fully executed copy to this department. Your cooperation will be appreciated.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board of Supervisors

JP:bs

Enclosures



CITY OF SAN JOSE
CALIFORNIA

September 15, 1961

CITY CLERK

22

Board of Supervisors
20 W. Rosa St.
San Jose, California

Gentlemen:

Enclosed please find 4 copies of AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND CITY OF SAN JOSE FOR RESURFACING OF A PORTION OF BLOSSOM HILL ROAD

which for your signature. After signing all copies please return to: City Clerk, City Hall, San Jose, California for completion. When all copies have been executed we will send you a copy for your files.

Very truly yours,

FRANCIS L. GRIMMER
CITY CLERK

By: Jo Ann Mercurio

Enc.

OCT 30 1961

Date OCT 2 1961
APPROVED [Signature]
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____