

*Camden Ave
San Jose
1-1-63*

AGREEMENT FOR PAYMENT OF COSTS OF
IMPROVEMENT OF CAMDEN AVENUE

* 17A

THIS AGREEMENT, made and entered into this 10 day of JUN, 1963, by and 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",

WHEREAS, City and County wish to improve Camden Avenue, between Leigh Avenue and State Highway Route 17; and

WHEREAS, the frontage of the portion of Camden Avenue proposed to be improved is approximately 50% within the limits of City, and approximately 50% within the unincorporated territory of County, and City and County wish to provide for the payment of their respective shares of the costs of constructing said improvements.

NOW, THEREFORE, City and County hereby agree as follows:

1. City shall proceed with diligence to prepare plans and specifications for the improvement of Camden Avenue, between Leigh Avenue and State Highway Route 17, (herein for convenience referred to as "said project"), and submit a copy of said plans and specifications to County for its approval thereof.

2. Upon approval of the plans and specifications by County, City shall advertise for bids for the construction of said project, award a contract therefor, and supervise the construction thereof to completion. City agrees to require any contractor engaged to construct said project to take out and maintain in full force and

cc P/w

*Co. Counsel
Gen'l Services*

Copy each Bd Member ~~ONE COPY CC PC W~~

Date JUN 10 1963

APPROVED *[Signature]*

RE: CE CC PC DPW FLD

NO. ARSTATNS.

effect; during the construction of said project, public liability and property damage insurance in form and limits of liability acceptable to County, insuring County, its officers and employees, from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

3. Within thirty(30) days after approval of said plans and specifications, County shall pay to City the sum of \$150,000, which is the total amount presently estimated by City's Engineer to be the construction cost of the portion of said project fronting upon unincorporated territory of County.

4. (a) As used in this agreement, the term "construction cost" of said project shall mean the sum total of all the costs incurred and expenditures made by City, including but not limited to, engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by City for the construction of said project, cost of extra work authorized by City, and cost of all materials not included in the contract price of said construction contract. The construction cost shall not include the costs of installation of street lighting within the territorial limits of City.

(b) Upon completion of said project, City shall pay the cost of the construction contract awarded by City for the construction of said project and cost of extra work authorized by City, to its contractor, and shall thereafter prepare and furnish to County a final accounting of said construction cost. Said accounting shall show the final construction cost for said project in its entirety.

(c) In the event said accounting shows that 50% of the final construction cost is less than the sum advanced by County to City under Paragraph 3 hereof, City shall refund to County the

difference between the sum of \$150,000 and 50% of the final construction cost. In the event said accounting shows that 50% of the final construction cost is more than the sum advanced by County to City under Paragraph 3 hereof, no sum in addition to said sum of \$150,000 shall be paid by County to City.

5. In the event City does not award a contract for the construction of said work on or before December 31, 1963, this agreement shall terminate ipso facto upon said date and shall be of no further force or effect.

WITNESS THE EXECUTION hereof, the day and year first hereinabove written.

COUNTY OF SANTA CLARA

By *W. M. ...*
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

CITY OF SAN JOSE

By *Robert Welch*
Mayor

And *A. P. ...*
Franklin D. ...
City Manager

ATTEST:

Franklin D. ...
City Clerk

JRK:meh - 6/3/63

17A

June 11, 1963

Mr. Frank Greiner
City Clerk
City of San Jose
First and Mission
San Jose 10, California

Subject: Agreement - Improvement of Camden Avenue

Dear Mr. Greiner:

Enclosed you will find the original and two copies of an agreement between the County of Santa Clara and the City of San Jose relating to the improvement of Camden Avenue.

The Board of Supervisors, at its regularly scheduled meeting on June 10, 1963, authorized its Chairman to execute this agreement on behalf of the County. After execution on behalf of the City of San Jose, we would appreciate your returning the fully executed original copy to this office. The remaining copies are for your records.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board of Supervisors

JP:DMR:bc

Encl.

cc: Public Works Dept.
w/agmt

(E)