

Clayton Road # 380

6.010197

AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE FOR RESURFACING OF CLAYTON ROAD

WHEREAS, Clayton Road from Story Road to Mt. Pleasant Road 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 have determined it necessary in the interest of public safety and convenience that the aforesaid portion of Clayton Road be resurfaced;

NOW, THEREFORE, County and City agree as follows:

1. County shall prepare, and assume the cost of preparation of plans and specifications for the resurfacing of Clayton Road from Story Road to Mt. Pleasant Road; shall call for bids and let a contract to the successful bidder in accordance with the said plans and specifications of the said resurfacing; 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 "Plans and Specifications for Resurfacing Alum Rock Avenue, Clayton Road, and Mt. Pleasant Road, Department of Public Works, County of Santa Clara, W. O. 2154, dated August 3, 1962", 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 during the term of this agreement.

3. The length of said road lying within the incorporated limits of City is 52.70% of the total length of the portion of said road to be improved as shown on said plans. City shall pay to County for City's share of the costs of resurfacing of said road,

- 1. OFFICE B/S
- 2. SAN JOSE
- 3. P/W

DEC 3 1962

~~NOV 26 1962~~ *Handwritten initials*

Date

APPROVED DIL

RE: CE CC PC DPW FLD

NO: ABSTAINS:

a sum equal to 52.70% 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 Seven Thousand and No/100 Dollars (\$7,000.00).

4. City shall make full and complete payment of its contribution to County not later than thirty (30) days after City has received the final accounting of costs. 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 of 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, the City of San Jose, their officers and employees, respectively, 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 that if City, 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 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 as of the _____ day of DEC 3 1962, 1962.

City of San Jose

By _____

Title MAYOR Robert Welch

By Franklin D. J. Hoffman, Dep.

Title MANAGER

ATTEST:

By Frank L. Jones

Title CITY CLERK

County of Santa Clara

By Howard R. Wickham
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

Donald M. Rains

DONALD M. RAINS
Assistant Clerk Board of Supervisors

S.D#2

#29



CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE CYPRESS 2-3141

CITY CLERK

November 16, 1962

County of Santa Clara
70 W. Rosa St.
San Jose, Calif.

Gentlemen:

Enclosed please find three copies of _____
Agreement b/w County & City for resurfacing of Clayton Rd.

for your signature. After signing all copies please return to:

Roy H. Hubbard, Assistant City Clerk, City Hall, San Jose, California

for completion. When all copies have been executed ^{Please send one} ~~we will send you~~

~~one copy for your files. Attached for your information is a copy of
Resolution 14867, establishing insurance requirements for persons
entering into contracts with the City of San Jose.~~

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

By: Roy H. Hubbard
Deputy

Enc.

December 6, 1962

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

Subject: Agreement between the County of Santa Clara
and the City of San Jose re resurfacing of
Clayton Road

Dear Mr. Greiner:

Enclosed you will find a fully executed copy of an agreement between the County of Santa Clara and the City of San Jose relating to the resurfacing of Clayton Road.

The Board of Supervisors at its regularly scheduled meeting on December 3, 1962 authorized its Chairman to execute this agreement on behalf of the County of Santa Clara. We are returning this copy as per your request.

Very truly yours,

BOARD OF SUPERVISORS

Donald M. Rains, Asst. Clerk
of the Board of Supervisors

DMR:bs

Encl.

cc: Public Works Dept. w/enc