

*Roads County Agents
lost Stevens Creek
SJ City*

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA RELATING
TO THE CONSTRUCTION OF SIGNALIZATION,
CHANNELIZATION AND ILLUMINATION AND AP-
PURTENANCES THERETO AT THE INTERSECTION
OF STEVENS CREEK ROAD AND BELLEROSE
DRIVE AND THE SHARING OF THE COSTS
THEREOF.

THIS AGREEMENT, made and entered into this _____ day
of JAN 22 1962, 1962, by and between the CITY OF SAN JOSE, a
municipal corporation of the State of California, hereinafter re-
ferred to as "City", and the COUNTY OF SANTA CLARA, a political sub-
division of the State of California, hereinafter referred to as
"County";

W I T N E S S E T H :

WHEREAS, it is in the public interest that signalization,
channelization and illumination and appurtenances thereto be con-
structed at the intersection of Stevens Creek Road and Bellerose
Drive; and

WHEREAS, said intersection is partially within the unin-
corporated territory of County and partially within City; and

WHEREAS, it is to the mutual advantage of City and County
that said signalization, channelization and illumination and appurte-
nances thereto be constructed and installed under a single construc-
tion contract;

NOW, THEREFORE, for and in consideration of the promises,
covenants, agreements and conditions hereinafter set forth, the
parties hereto do hereby agree as follows:

1. City agrees to present those certain plans and speci-
fications heretofore prepared by City entitled, "Signalization,
Channelization and Illumination of the Intersection of Stevens Creek

Road & Bellerose Drive", heretofore approved by the Council of the City of San Jose by Ordinance No. 9345 adopted on November 6, 1961, to County and obtain County's approval of said plans and specifications prior to payment by County of the sum mentioned in Paragraph 3 hereof.

2. City agrees to award, or cause to be awarded, a construction contract for said improvements and to assume and pay the total cost thereof; provided, however, that County shall pay to City a portion of said cost as hereinafter set forth in Paragraph 3 hereof.

City shall require the contractor to whom the construction contract is awarded to take out and maintain at all times during the construction work adequate public liability and property damage insurance covering all work performed by, for or on behalf of said contractor, naming the County of Santa Clara, the Board of Supervisors, and all officers and employees of the County of Santa Clara as insureds thereunder.

3. County agrees to pay to City an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00). The amount of County's contribution shall be the sum of the following:

One-fourth (1/4) of the construction cost
and one-fourth (1/4) of the cost of construction engineering and inspection services.

4. County shall advance the said sum of Four Thousand Five Hundred Dollars (\$4,500.00) to City within ten (10) days after approval of said plans and specifications. Upon completion and acceptance of said improvements, City shall submit to County a detailed statement of the cost of construction thereof. In the event that the portion of the cost of construction, together

with engineering and inspection services, which County has agreed to pay as above provided, is less than the said amount of \$4,500.00, City shall forthwith refund the difference to County.

IN WITNESS WHEREOF, County and City have caused this agreement to be executed on the date hereinabove set forth.

CITY OF SAN JOSE, a municipal corporation

By Paul Moore
Mayor

And A.P. Hamann
By Humbler De Vries, Deputy
City Manager

ATTEST:

James L. Jones
City Clerk

COUNTY OF SANTA CLARA

By Edward R. Wheeler
Chairman of the Board of Supervisors

ATTEST:

JEAN PULLAN, Clerk of the Board of Supervisors

Eileen Owen
Deputy

COPYING ENGINEER
JUN 10 1957
COUNTY OF SANTA CLARA

John C. [unclear]

RECEIVED
DEPT. OF PUBLIC WORKS
JAN 4 1902
COUNTY ENGINEER

[Faint handwritten text]

[Faint handwritten text]

[Faint handwritten text]

12.

January 24, 1962

Mr. H. J. Flannery
City Engineer
City of San Jose
Room 321, City Hall
San Jose 10, California

Dear Mr. Flannery:

Enclosed are three copies of an agreement between the County of Santa Clara and the City of San Jose for signalization at the intersection of Bellerose Drive and Stevens Creek Road.

Please execute all copies, retain one for your file, and return the remaining copies to this office. Thank you for your cooperation.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Eileen Owen
Deputy Clerk

EO:bs

Enclosures



CITY OF SAN JOSE
CALIFORNIA

TELEPHONE CYPRESS 2-3141
PUBLIC WORKS DEPARTMENT
Room 321, City Hall
San Jose 10, California

3 January 1962

12
J. B. Enochs, Director of Public Works
County of Santa Clara
20 West Rosa Street
San Jose 10, California

Re: Signalization of the Intersection
of Bellerose Drive and Stevens
Creek Road

Dear Sir:

In regard to the signalization of the intersection of Bellerose Drive and Stevens Creek Road, portions of which are in the County, the enclosed plans and specifications, with proposed agreement are forwarded for your review and further action.

If the agreement is satisfactory, will you please have three (3) copies executed and return to this department.

In anticipation of your cooperation in this matter, we thank you.

Very truly yours,

H. J. Flannery
H. J. FLANNERY
City Engineer

HJF:RRB:LY:bc
Encls.

COPY TO ENGINEER
Date JAN 22 1962
APPROVED _____
RE: CE-CC PC-LDPW FLD
NO: _____ ABSTAINS: _____

RECEIVED
DEPT. OF PUBLIC WORKS
JAN 4 1962
COUNTY ENGINEER



JAN 4 1962