

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA  
FOR THE RESURFACING OF SAN CARLOS STREET BETWEEN BASCOM AVENUE AND  
RACE STREET, SAN CARLOS STREET BETWEEN BIRD AVENUE AND 350 FEET  
WEST OF SUNOL STREET, TULLY ROAD BETWEEN MC LAUGHLIN AVENUE AND  
MONTEREY ROAD, ALMADEN EXPRESSWAY BETWEEN RAILROAD CROSSING NORTH  
OF SAN JOSE AVENUE TO SOUTHSIDE OF RAILROAD OVERCROSSING,  
BUCKNALL ROAD BETWEEN SAN TOMAS AQUINO ROAD AND QUITO ROAD AND  
STEVENS CREEK BOULEVARD BETWEEN SARATOGA AVENUE AND  
WESTERLY SANTA CLARA CITY LIMITS

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of FEB 01 1983,  
1983, by and between the CITY OF SAN JOSE, a municipal corporation of the  
State of California, (hereinafter referred to as "CITY"), and the COUNTY OF  
SANTA CLARA, a political subdivision of the State of California, (hereinafter  
referred to as "COUNTY").

WITNESSETH:

WHEREAS, in fiscal year 1982-83, CITY plans to resurface certain public  
streets with asphalt concrete together with all work necessary to complete the  
resurfacing, all of which said improvements shall be hereinafter referred to  
as "PROJECT"; and

WHEREAS, San Carlos Street between Bascom Avenue and Race Street, San  
Carlos Street between Bird Avenue and 350 feet west of Sunol Street, Tully  
Road between McLaughlin Avenue and Monterey Road, Almaden Expressway between  
railroad crossing north of San Jose Avenue to southside of railroad  
overcrossing, Bucknall Road between San Tomas Aquino Road and Quito Road and  
Stevens Creek Boulevard between Saratoga Avenue and westerly Santa Clara city  
limits are streets considered for resurfacing; and

WHEREAS, certain portions of said streets lie within the jurisdictional  
boundaries of COUNTY; and

WHEREAS, for the best interest of the public, COUNTY and CITY desire to  
have said portions of streets resurfaced in an orderly and economical manner  
by having said portions of streets included in the PROJECT.

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

2/1/83 #9 NOTICE 2576  
Please return this document to the Board  
of Supervisors, Santa Clara County,  
70 W. Hedding St., San Jose, Calif.  
95110. We shall provide County depart-  
ments involved with conformed copies.  
Thank you. Clerk, Board of Supervisors

## ARTICLE I

### PROJECT ADMINISTRATION

1. Scope of Project: The scope of said project consists of the resurfacing of the following streets under joint jurisdiction of CITY and COUNTY:

San Carlos Street - Bascom Avenue to Race Street

San Carlos Street - Bird Avenue to 350 feet west of Sunol Street

Tully Road - McLaughlin Avenue to Monterey Road

Almaden Expressway - Railroad crossing north of San Jose Avenue to southside of railroad overcrossing

Bucknall Road - San Tomas Aquino Road to Quito Road

Stevens Creek Boulevard - Westside of Saratoga Avenue to the westerly Santa Clara city limits

Project costs will be shared on the basis of the actual jurisdictional boundaries existing at the time of the award of contract. Both parties will agree that this provision will not be affected by later retroactive changes to the boundaries.

2. Plans, Specifications and Estimates: CITY shall prepare or cause to be prepared plans, specifications and estimates for said project and shall submit said plans, specifications and estimates for said project to the COUNTY for COUNTY's approval.

3. The construction work will be performed by contract. CITY will award and administer the contract pursuant to the laws governing CITY.

4. No construction contract shall be advertised in advance of execution of this Agreement and approval of the contract plans and specifications by both CITY and COUNTY.

## ARTICLE II

### FINANCE

1. The PROJECT is proposed to be financed by CITY and COUNTY. Each party's share of the PROJECT cost will be prorated based on the construction cost of the resurfacing improvements within the respective party's jurisdictional boundaries. In addition, COUNTY will be charged a PROJECT administration fee as provided hereinbelow.

2. COUNTY's estimated share of PROJECT cost, including administration fee, is \$167,660. COUNTY's share has been determined on a basis of percent of right-of-way not within CITY's jurisdictional boundary. The following is a

breakdown of COUNTY costs.

San Carlos Street - Bascom Avenue to Race Street (37.5%)	\$ 79,480
San Carlos Street - Bird Avenue to 350 feet west of Sunol Street (38%)	17,830
Tully Road - McLaughlin Avenue to Monterey Road (10%)	53,440
Almaden Expressway - Railroad crossing north of San Jose Avenue to southside railroad overcrossing (10.3%)	8,990
Bucknall Road - San Tomas Aquino Road to Quito Road (4%)	2,890
Stevens Creek Boulevard - Saratoga Avenue to westerly Santa Clara city limits (1%)	5,030
	<u>\$167,660</u>

CITY will issue COUNTY a statement of costs within 30 days of opening of bids. COUNTY agrees to deposit \$167,660 with CITY within 30 days upon issuance of statement by CITY.

3. Upon completion of construction, CITY shall determine the actual cost and advise COUNTY of COUNTY's share of said cost based on the actual items of work at the respective contract unit prices constructed in COUNTY's jurisdictional boundaries. In addition, a PROJECT administration fee of fifteen percent (15%) of COUNTY's share of the actual construction cost shall be charged to COUNTY. Said PROJECT administration fee shall include preparation of plans and specifications, inspection, bidding, contract administration, and incidental expenses of this PROJECT.

COUNTY's final cost of the PROJECT shall be determined within 90 days after completion and acceptance of the PROJECT by CITY.

Should COUNTY's final cost exceed the amount deposited with CITY, COUNTY shall pay CITY the exceeded amount up to a maximum total cost of \$184,430 unless provided for in a subsequent agreement.

Should COUNTY's final cost be less than the amount deposited with CITY, CITY shall refund the excess deposited amount to COUNTY within 30 days of final accounting by CITY.

### ARTICLE III

#### MUTUAL INDEMNIFICATION

Hold Harmless: It is mutually understood and agreed:

1. That neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done

or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under this Agreement under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

2. That neither CITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

3. CITY shall require any contractor awarded a contract for any portion of said PROJECT to secure and maintain in full force and effect at all times during construction of said PROJECT and until said PROJECT is accepted by CITY, public liability and property damage insurance in forms and limits of liability and satisfactory and acceptable to both COUNTY and CITY, naming COUNTY and CITY and their respective officers and employees as insureds, from and against any claims, loss liability, cost or expense arising out of or in any way connected with the construction of said PROJECT.

The aforementioned policy shall contain a provision that the insurance afforded thereby to CITY and COUNTY and their respective officers and employees shall be primary insurance to the full limits of liability of the policy, and that if CITY or COUNTY, or their respective officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

#### ARTICLE IV

#### AMENDMENTS

No amendment to this Agreement shall be valid unless made in writing and signed by both parties hereto.

ARTICLE V  
RECORDS AND ACCOUNTS

CITY shall keep, maintain and render available for inspection by COUNTY or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by CITY on said PROJECT.

ARTICLE VI  
TERMINATION

The terms of this Agreement shall be void with respect to any project for which a construction contract is not awarded prior to June 30, 1983, and any sums paid by COUNTY to CITY, pursuant to Article II, paragraph 2 herein, with respect to said PROJECT shall be forthwith refunded, except that CITY's accrued costs for COUNTY'S portion of said PROJECT, if any, shall be deducted from such sum to be refunded to COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

APPROVED AS TO FORM:

*Sandra Fox*  
SANDRA FOX  
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By *TM-E*  
Thomas McNery, Mayor  
"CITY"

ATTEST:

*Helen E. Jackson*  
HELEN E. JACKSON, City Clerk

APPROVED AS TO FORM:

*Hubert A. Zenteno*  
County Counsel

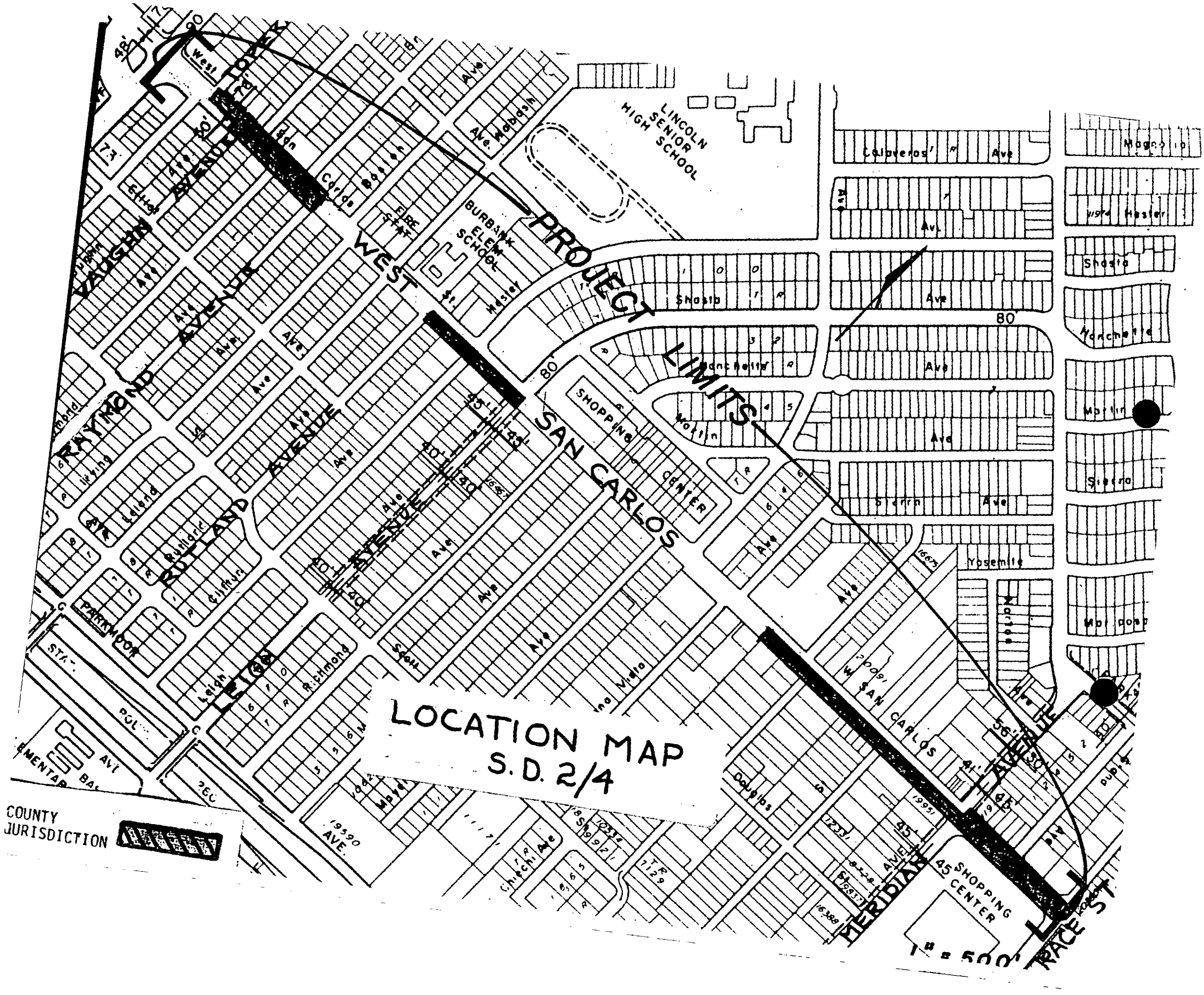
ATTEST:

*Donald M. Rains*  
DONALD M. RAINS, Clerk  
Board of Supervisors

COUNTY OF SANTA CLARA, a political subdivision of the State of California

By *Rebecca Q. Morgan*  
Chairperson, Board of Supervisors

Rebecca Q. Morgan COUNTY" FEB 01 1983



LINCOLN  
SENIOR  
HIGH SCHOOL

BURBANK  
ELEMENTARY  
SCHOOL

PROJECT  
LIMITS

SAN CARLOS  
SHOPPING  
CENTER

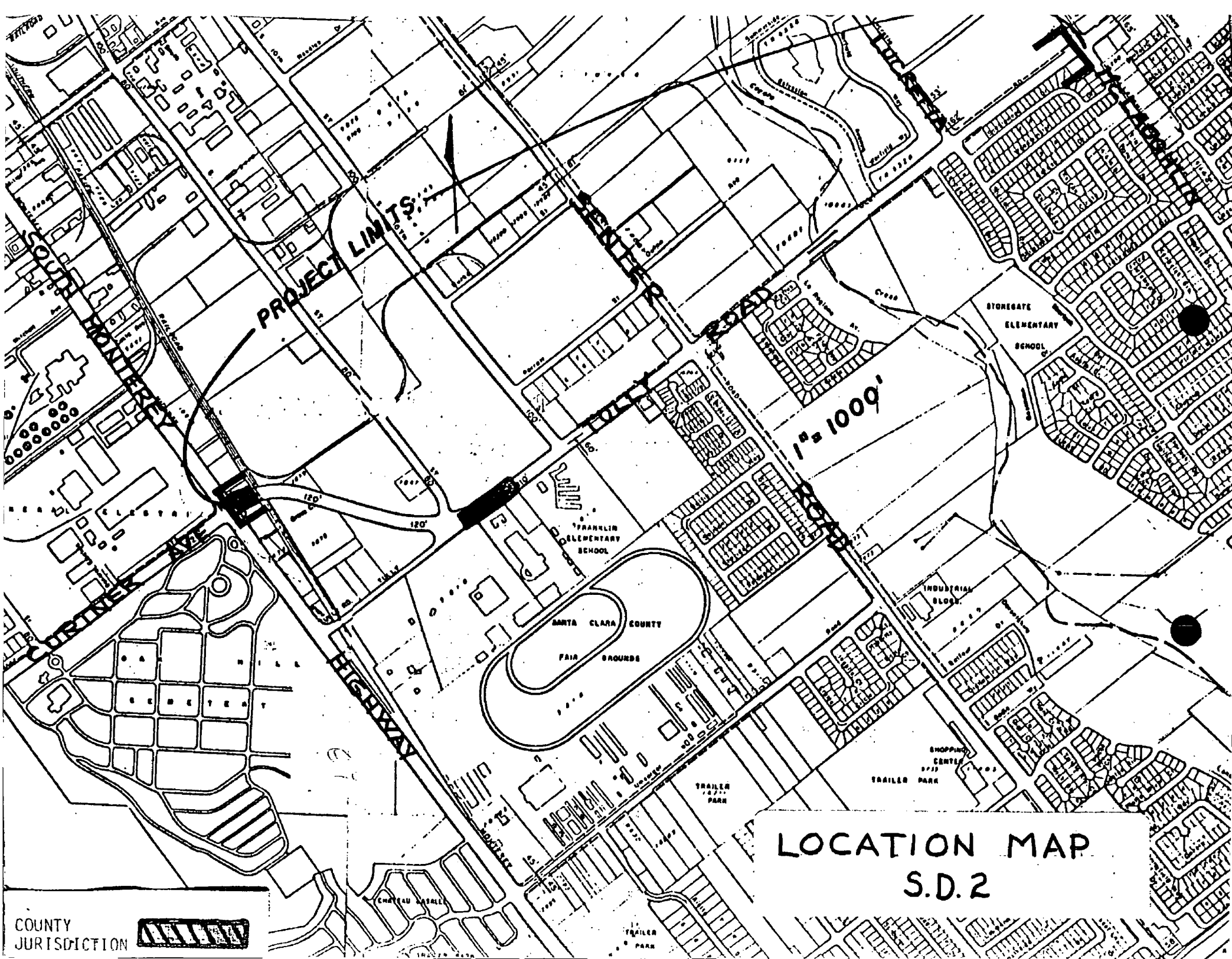
LOCATION MAP  
S.D. 2/4

COUNTY  
JURISDICTION

45 SHOPPING  
CENTER

RACE ST



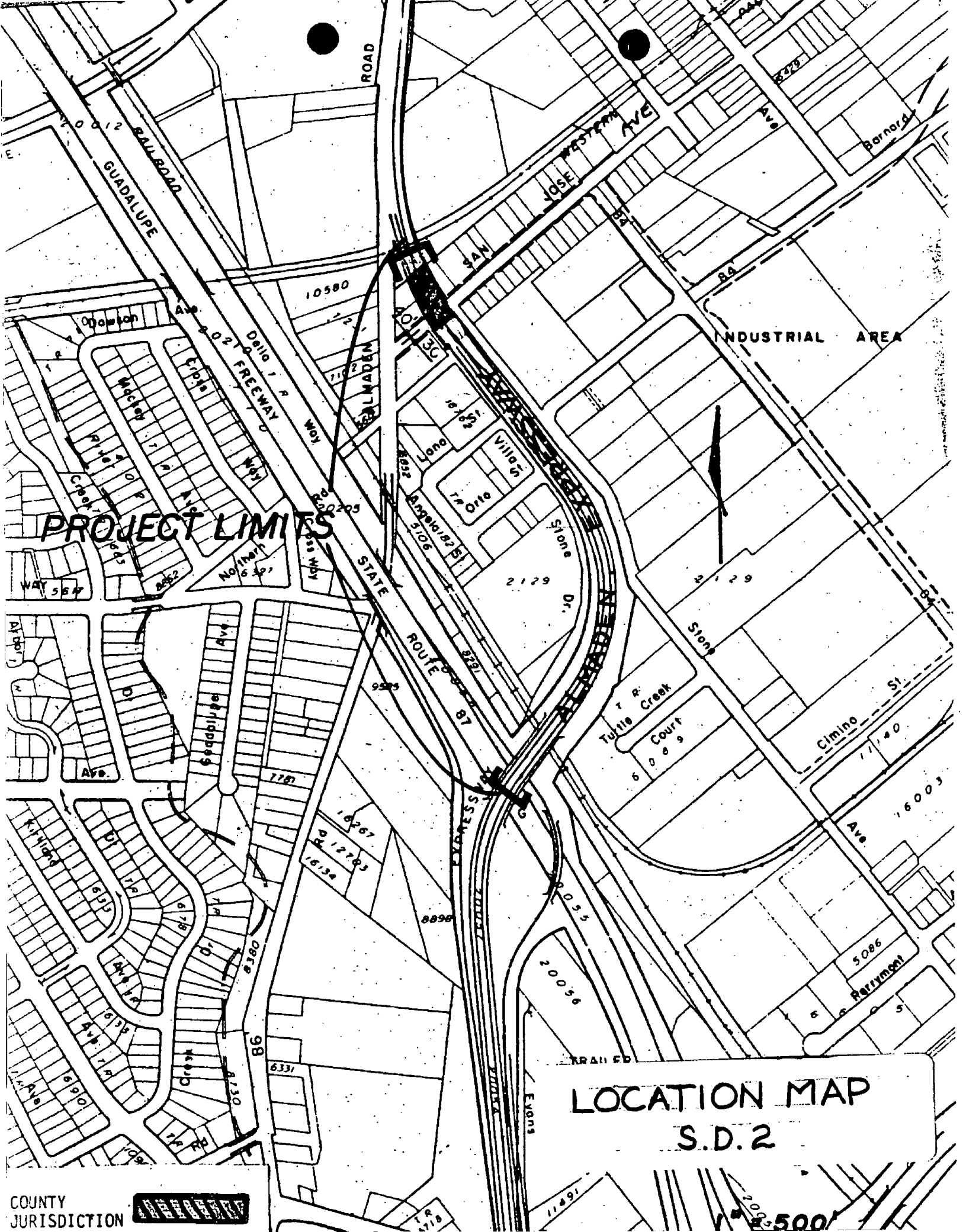


# LOCATION MAP S.D.2

COUNTY  
JURISDICTION







PROJECT LIMITS

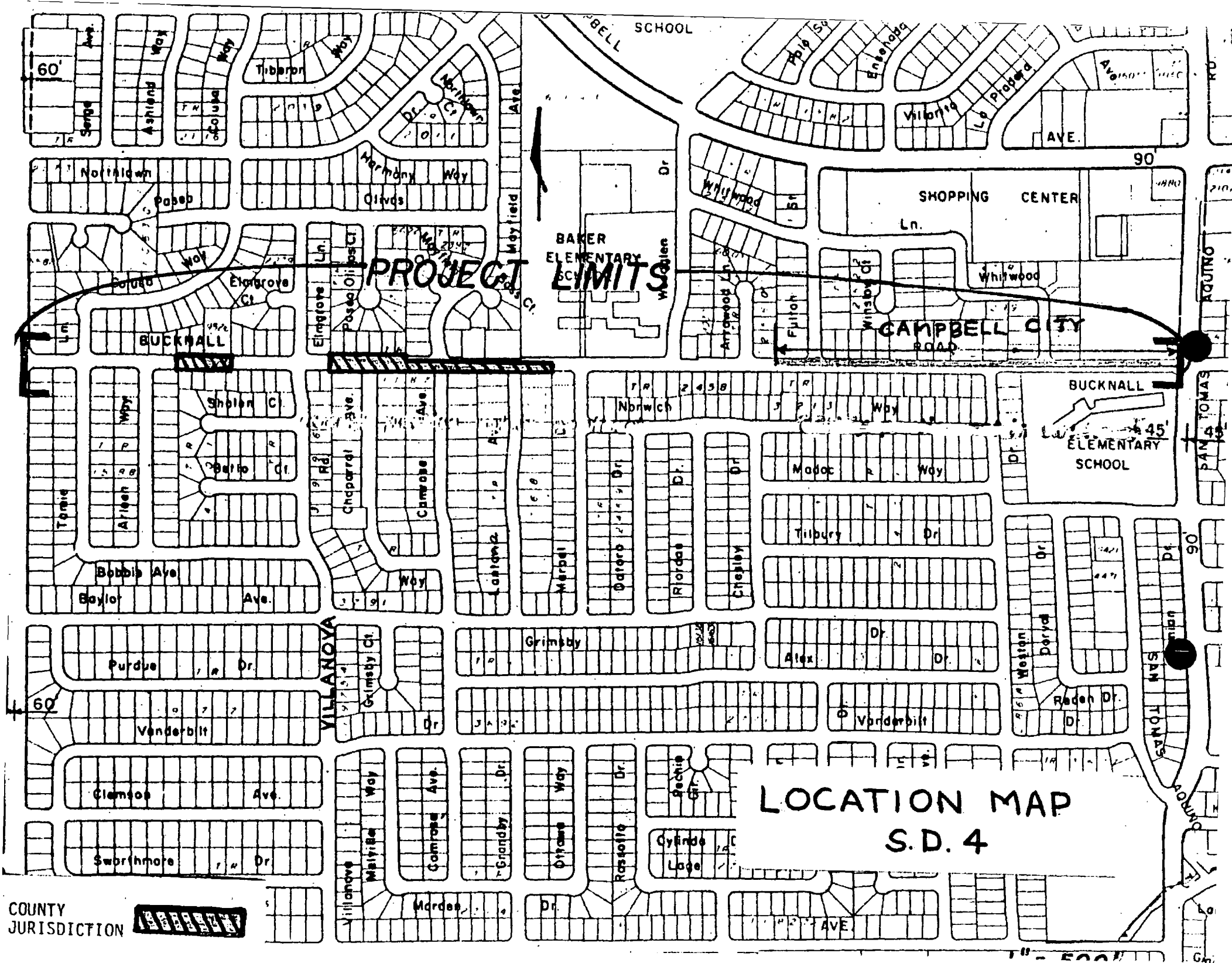
INDUSTRIAL AREA

LOCATION MAP  
S.D.2

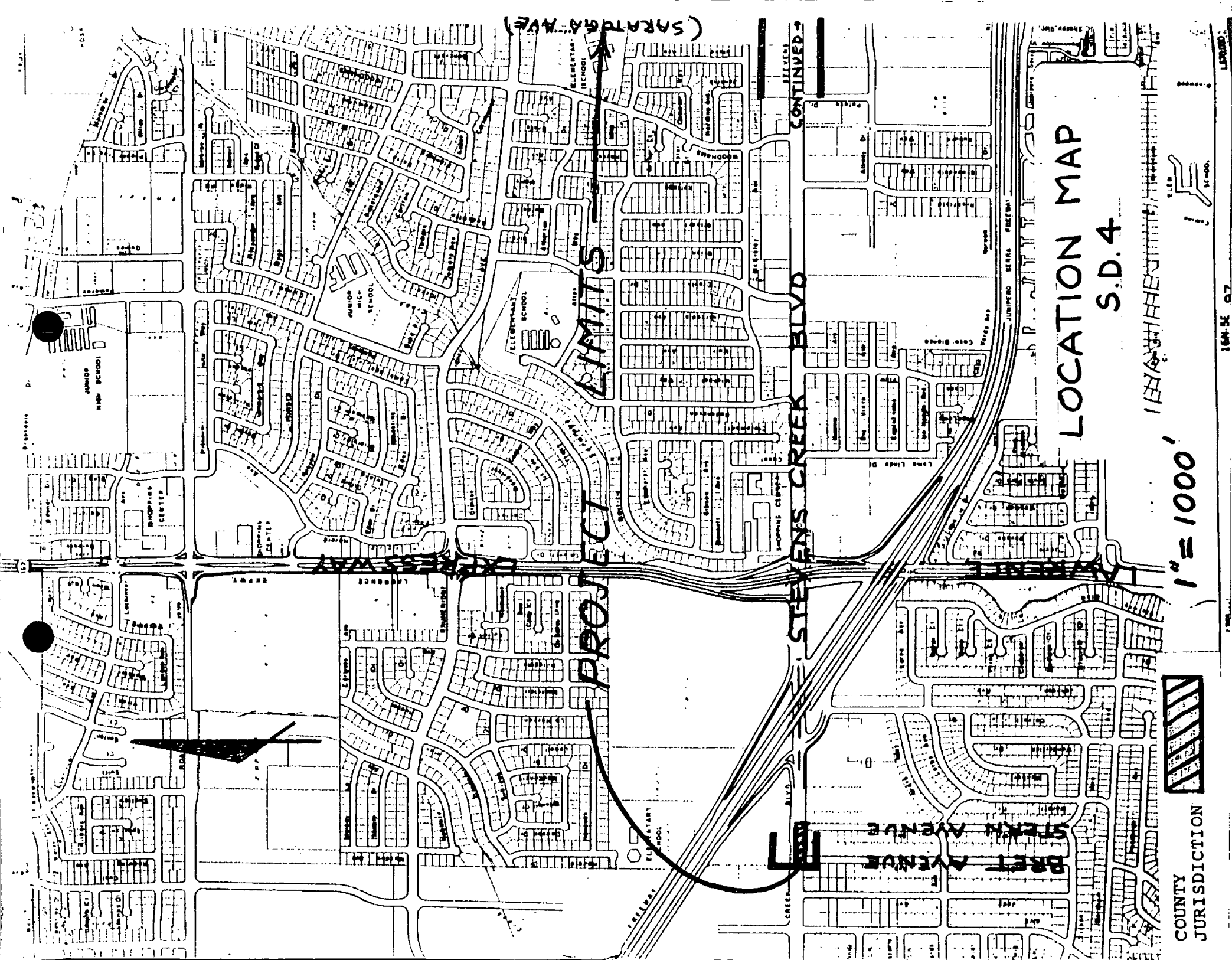
1" = 500'

COUNTY JURISDICTION





COUNTY JURISDICTION



(SARATOGA AVE)

PROJECT LIMITS

PROJECT LIMITS

STEVENS CREEK BLVD

CONTINUED

LOCATION MAP  
S.D.4

1" = 1000'



COUNTY  
JURISDICTION

**California**



Prepared by W.L.Kinaman  
Reviewed by R.B.Parsons  
Submitted by R.M.Shields

**TRANSMITTAL MEMORANDUM**

S.D. 2,4

Page 1 of 3

DATE: January 17, 1983

COUNTY BOARD OF SUPERVISORS: Agenda Date February 1, 1983 Item No.           

TRANSIT DISTRICT BOARD: Agenda Date                                    Item No.           

TRANSPORTATION COMMISSION: Agenda Date                                    Item No.           

FROM: Shields, Roads Operations

**SUBJECT:** AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA FOR THE RESURFACING OF SAN CARLOS STREET BETWEEN BASCOM AVENUE AND RACE STREET, SAN CARLOS STREET BETWEEN BIRD AVENUE AND 350 FEET WEST OF SUNOL STREET, TULLY ROAD BETWEEN McLAUGHLIN AVENUE AND MONTEREY ROAD, ALMADEN EXPRESSWAY BETWEEN RAILROAD CROSSING NORTH OF SAN JOSE AVENUE TO SOUTHSIDE OF RAILROAD OVERCROSSING, BUCKNALL ROAD BETWEEN SAN TOMAS AQUINO ROAD AND QUITO ROAD AND STEVENS CREEK BOULEVARD BETWEEN SARATOGA AVENUE AND WESTERLY SANTA CLARA CITY LIMITS.

**RECOMMENDED ACTION:**

It is recommended that the subject agreement be approved.

**FISCAL IMPLICATIONS:**

The estimated cost to the County for the proposed resurfacing work is One Hundred Sixty Seven Thousand, Six Hundred and Sixty Dollars (\$167,660.00). The estimate is based upon those portions of the project that lie within the County jurisdiction (see attached maps).

Funds for the project are available in the current budget resurfacing account, Road Fund Account 0023, Budget Unit 603, RC 4002, Account Number 2894.

This proposed expenditure is consistent with the adopted budget.

**APPROVED:** DIRECTOR [Signature]  
COUNTY EXECUTIVE

DATE: January 17, 1983

COUNTY BOARD OF SUPERVISORS AGENDA DATE:

February 1, 1983

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT:

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA FOR THE RESURFACING OF SAN CARLOS STREET BETWEEN BASCOM AVENUE AND RACE STREET, SAN CARLOS STREET BETWEEN BIRD AVENUE AND 350 FEET WEST OF SUNOL STREET, TULLY ROAD BETWEEN McLAUGHLIN AVENUE AND MONTEREY ROAD, ALMADEN EXPRESSWAY BETWEEN RAILROAD CROSSING NORTH OF SAN JOSE AVENUE TO SOUTHSIDE OF RAILROAD OVERCROSSING, BUCKNALL ROAD BETWEEN SAN TOMAS AQUINO ROAD AND QUITO ROAD AND STEVENS CREEK BOULEVARD BETWEEN SARATOGA AVENUE AND WESTERLY SANTA CLARA CITY LIMITS.

REASONS FOR RECOMMENDATION:

As shown on the attached location maps, small portions of the project on San Carlos Street, Tully Road, Almaden Expressway, Bucknall Road and Stevens Creek Boulevard lie within the unincorporated area of the County of Santa Clara. The staffs of both jurisdictions have identified these areas as a high priority for roadway resurfacing. The resurfacing of joint jurisdiction roadways, as the above, may best be accomplished, both economically and from a work quality standpoint, by one contract.

Delaying the resurfacing of these roads will result in further roadway deterioration and will probably require a very costly complete reconstruction effort at a future date. The proposed resurfacing should require minimal road maintenance effort for the next ten years.

BACKGROUND:

The County roadway pockets to be resurfaced per this agreement have been identified for some time as areas in need of resurfacing. The current agreement has been prepared to allow these joint jurisdiction streets to be resurfaced with one contract. The opportunity to do this type of work hinges upon both agencies having funds available and having mutual agreement that the limited funds should be allocated on these joint jurisdiction roadways.

The City of San Jose has prepared plans and specifications for the required work and has held public meetings to inform the community of the proposed work that is now scheduled for this Spring.



DATE: January 17, 1983

COUNTY BOARD OF SUPERVISORS AGENDA DATE:

February 1, 1983

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT:

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA FOR THE RESURFACING OF SAN CARLOS STREET BETWEEN BASCOM AVENUE AND RACE STREET, SAN CARLOS STREET BETWEEN BIRD AVENUE AND 350 FEET WEST OF SUNOL STREET, TULLY ROAD BETWEEN McLAUGHLIN AVENUE AND MONTEREY ROAD, ALMADEN EXPRESSWAY BETWEEN RAILROAD CROSSING NORTH OF SAN JOSE AVENUE TO SOUTHSIDE OF RAILROAD OVERCROSSING, BUCKNALL ROAD BETWEEN SAN TOMAS AQUINO ROAD AND QUITO ROAD AND STEVENS CREEK BOULEVARD BETWEEN SARATOGA AVENUE AND WESTERLY SANTA CLARA CITY LIMITS.

CONSEQUENCES OF NEGATIVE ACTION:

The City of San Jose will not include these County streets in their 1982-1983 Resurfacing Project. The County will probably resurface these locations at a later time on a jurisdictional basis creating a "patch work" appearance.

STEPS FOLLOWING APPROVAL:

The agreement will be fully executed by the City of San Jose and the terms of the agreement will be carried out.

RMS:mam

Attachments: Agreement from the City of San Jose  
Location Maps

cc: Kent Dewell, Director of Public Works, City of San Jose  
Herbert L. Keaton, County Counsel

JHG

LM

DM

RBP



County of Santa Clara

California

County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
299-4321 Area Code 408

Agenda Item #9  
February 1, 1983

Susanne Wilson, District 1  
Zoe Lofgren, District 2  
Thomas L. Legan, District 3  
Rod Diridon, District 4  
Rebecca G. Morgan, District 5

February 4, 1983

City of San Jose  
Mr. Kent Dewell  
Director of Public Works  
City of San Jose, City Hall  
800 N. First Street, San Jose 95110

Subject: Agreement with: City of San Jose and County of  
Santa Clara

for: resurfacing of a portion of San Carlos St.,  
a portion of Tully Rd., a portion of Almaden  
Express., a portion of Bucknall Rd. and a portion  
of Stevens Creek Blvd.


(2)

Enclosed you will find a fully executed copy of the  
subject agreement between the County of Santa Clara  
and the party named above. The Board of Supervisors,  
at its regularly scheduled meeting on 2/1/83,  
approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

  
Deputy Clerk

DMR:am  
Enclosure

THIS IS BEING FORWARDED TO  
YOU FOR YOUR CBMIS ENROLLMENT  
AND TRANSMITTAL TO FINANCE

No. ....

Job No. ....

Change Order No. ....

Agenda Item #9  
February 1, 1983

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE February 4, 1983

**AGREEMENT**

The following ~~contract was awarded~~ ~~or change order~~ was approved by the

Board of Supervisors at a meeting held:

..... February 1, 1983 .....

Agreement with  
Project to be charged ~~XXXXXXXXXX~~ City of San Jose for resurfacing on  
portion of San Carlos St., a portion of Tully Rd., a portion of  
Almaden Blvd. a portion of Bucknall Rd. and a portion of Stevens  
Creek Blvd.

For the amount of \$ 167,660

Contractor City of San Jose and County of Santa Clara

Completion Date Fiscal year 82-83

Budget Item ..... (for Controller's use)

Donald M. Rains /SEA

**Clerk of the Board**

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