

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE RELATING TO THE INSTALLATION OF ROADWAY IMPROVEMENTS AND THE MODIFICATION OF TRAFFIC SIGNALS AT STORY ROAD AND CAPITOL EXPRESSWAY AND THE SHARING OF CERTAIN COSTS THEREOF.

THIS AGREEMENT, made and entered into this 15th day of July, 1980, 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").

W I T N E S S E T H:

WHEREAS, City desires to widen the north side of Story Road from Capitol Expressway to McGuiness Avenue, hereinafter referred to as "roadway improvements"; and

WHEREAS, County desires to have certain work, including, but not limited to, relocating the existing traffic controller to accommodate the said widening and installing Mastarm Signals to eliminate the existing median signal standards and to lengthen the westbound storage lane on Capitol Expressway, performed within the intersection of Capitol Expressway and Story Road, which intersection, for the purpose of this agreement, shall be defined as an area contained within the curb returns of all four legs of the intersection as depicted in Exhibit A, herein a part of this agreement, all of which shall hereinafter be referred to as "intersection improvements"; and

WHEREAS, said roadway improvements and said intersection improvements shall hereinafter be referred to as the "project," and it is in the best interest of orderly and economic construction practices to complete said project through joint action of City and County under a single contract awarded and administered by City.

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

cc: Director of Public Works (City of S.J.); County Counsel; Trans. Dept.; Finance

**NOTICE**  
Please return this document to the Board of Supervisors, Santa Clara County, 604 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

1. Plans, Specifications and Estimates. City shall prepare or cause to be prepared separate plans, specifications and estimates of costs for the roadway improvements. County shall prepare or cause to be prepared separate plans, specifications and estimates of costs for the intersection improvements and shall submit said plans, specifications and estimates of costs to the City for City's approval and inclusion in the construction contract for the project.

2. Administering Agency. In the exercise of this agreement, City shall be the administering agency and, as such, shall possess all powers common to both City and County which may be necessary to effectuate the purpose of this agreement, subject only to the manner of exercise of such power provided herein and the restrictions imposed by law upon City in the exercise of such powers.

3. Sharing of Costs. County agrees to pay for all of the construction costs of the intersection improvements. City agrees to pay for the remainder of the total project cost. Prior to the advertising of bids for the project by City, County shall pay to City the sum of \$130,000 which is the present estimated construction cost of the intersection improvements, said estimated construction cost shall not exceed a maximum of \$150,000. For the purposes of this agreement, the term "total project cost" shall mean the total of all construction costs and acquisition costs for the project.

For the purposes of this agreement, the term "construction cost" shall mean the sum total of all costs incurred and expenditures made by City in connection with constructing the project, 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; cost of extra work and materials authorized by City and approved by County; and cost of preparation of Environmental Impact Reports or Statements for the project.

For the purposes of this agreement, the term "acquisition costs" shall mean the costs incurred and expenditures made by City for the project for the purchase of property or interests therein, appraisal fees, title and escrow fees, attorneys fees or charges, court costs and

charges for staff time as payment of such fees and charges related to the acquisition either by agreement or condemnation of real property required for the project.

4. Prepayment. Upon approval of plans and specifications by County and in accordance with section 3 of this agreement, and upon receipt of a billing by City, County shall pay to City the sum of \$130,000, said sum being County's estimated share of the Construction Cost. It is understood that the prepayment received from the County by City, as the administering agency for construction of said project, less the County's actual matching share determined upon final accounting will be refunded to County by City in accordance with section 11 of this agreement.

5. Insurance. 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 covering the project, in forms and limits of liability satisfactory and acceptable to both City and County, insuring City and County, and their respective officers and employees. 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, that other insurance shall be excess insurance only.

6. Public Hearings and Environmental Statements. City shall conduct all public hearings and shall prepare all environmental declarations, reports and statements that may be required for said project by existing legislation.

7. Acquisition of Property. City agrees to acquire all real property or interests therein required for the project located in the City. County agrees to acquire all real property or interests therein required for the project located in the unincorporated area of the County. The compensation to be paid for acquisition costs of any such real property located in the unincorporated area of the County shall be provided and

paid in its entirety by City to County from State Gas Tax Funds apportioned to City pursuant to Section 2106 or 2107 of the State Streets and Highways Code and pursuant to the authority of Section 186.3 of the said Code.

8. Award of Contract. Upon approval by City and County of the plans, specifications and cost estimates for the project, and acquisition of all real property required for the project, City shall advertise the project for bid and shall award a contract to be supervised to completion by City. It is understood that County will inspect all work within the intersection. It is further understood that the project may be included within a construction contract embracing work in addition to the project.

9. 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 construction costs of said project. County shall keep, maintain and render available for inspection by City or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by County on acquisition costs for real property or interests therein required for the project located in the unincorporated area of the County, and reimbursement to County shall be made in accordance with Paragraph 7 above.

10. Termination. This agreement shall terminate on December 31, 1981, if City has not awarded a contract for construction of said project prior to that date. In the event of such termination, City shall refund to County all sums deposited with City under Paragraph 3 of this agreement, except for sums already expended by City as of December 31, 1981.

11. Final Accounting. Upon completion of the project, City shall prepare and furnish to County a final accounting of the total costs of said project. Said accounting shall show the final construction costs of said project in its entirety.

In the event that the said final accounting shows that the construction costs of the intersection improvements is less than \$130,000, City shall forthwith refund to County the difference.

In the event that the said final accounting shows that the construction costs of the intersection improvements is more than \$130,000 but less than \$150,000.01, County shall forthwith pay to City the difference.

In the event that the said final accounting shows that the construction costs of the intersection improvements is more than \$150,000, City shall notify the County and request County Board of Supervisors authorization for additional County participation.

12. Ownership and Maintenance. County shall own and operate and maintain all intersection improvements. City shall own and maintain all remaining improvements.

13. Mutual Indemnification. It is mutually understood and agreed 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 or in connection with any work, authority or jurisdiction delegated to City under this agreement.

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 fully 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.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

*Donald M. Rains*  
Assistant City Attorney

By *Helen E. Jackson*  
City Clerk **Helen E. Jackson**  
"City"

APPROVED AS TO FORM:

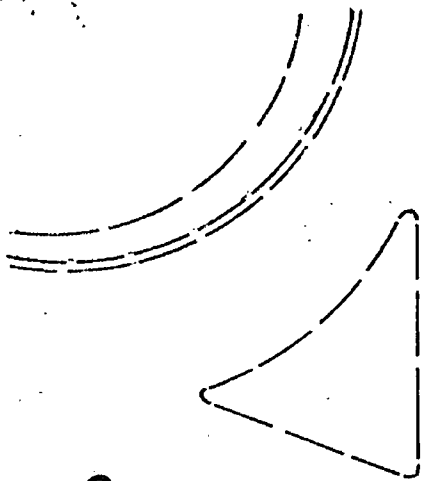
COUNTY OF SANTA CLARA

*W. J. Sabar*  
County Counsel *6-10-80*

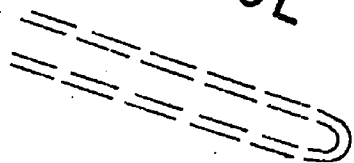
By *Dan McCorquodale*  
**DAN MC CORQUODALE** Chairperson  
Board of Supervisors  
"County"

ATTEST:

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



CAPITOL



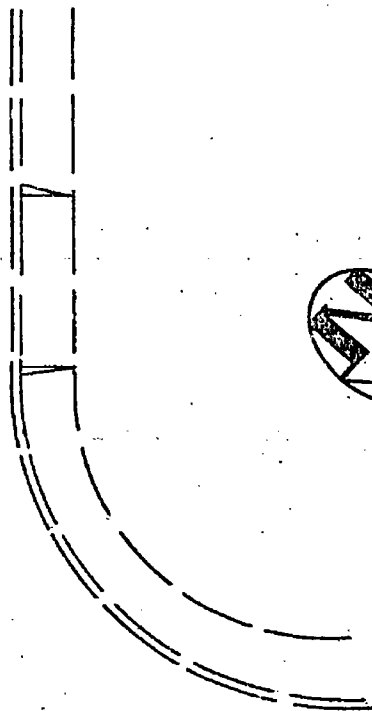
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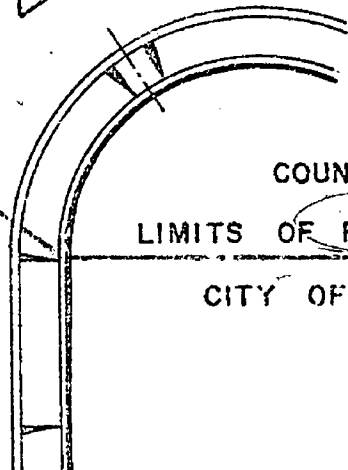
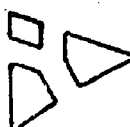
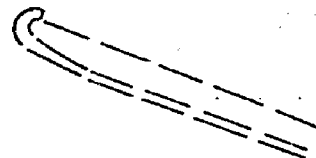
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EXPWY



ROAD

COUNTY OF SANTA CLARA

LIMITS OF RESPONSIBILITY

CITY OF SAN JOSE

EXHIBIT "A"

RECEIVED  
AUG 11 1 52 PM '80  
COUNTY OF  
SANTA CLARA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
From \_\_\_\_\_  
to \_\_\_\_\_

REC'D JUN 17 1980  
CITY ATTORNEY  
CITY OF SAN JOSE

RECEIVED  
TRANSPORTATION AGENCY  
JUN 9 1980  
TRANSPORTATION DEV.



WMS



TRANSMITTAL MEMORANDUM

S.D. 2 & 3

Page 1 of 2

DATE: June 12, 1980

COUNTY BOARD OF SUPERVISORS: Agenda Date June 30, 1980 Item No. \_\_\_\_\_

TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: Jim LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA RELATING TO THE INSTALLATION OF ROADWAY IMPROVEMENTS AND THE MODIFICATIONS OF TRAFFIC SIGNALS AT STORY ROAD AND CAPITOL EXPRESSWAY

Recommended Action

Approval of the attached City of San Jose/County of Santa Clara Cost Sharing Agreement which provides for the installation of roadway improvements and modification of traffic signals at Story Road and Capitol Expressway is recommended.

Approval of the subject agreement by the City of San Jose (on their agenda of June 24, 1980) will provide for the sharing of costs attributable to this City of San Jose administered project.

Sufficient funds have been included in the current County Budget Account Number 893-162 (Highway Signals) to provide the estimated County share cost of \$130,000.00 for this project. The total estimated cost of the project is \$400,000.00.

Reason for Recommendation

The City of San Jose desires to widen the north side of Story Road from Capitol Expressway to McGuinness Avenue. The County of Santa Clara desires to accommodate this widening of Story Road and additionally provide improvements of roadway channelization and traffic signals at the intersection of Story Road and Capitol Expressway.

Background

The subject agreement was prepared by the City of San Jose and forwarded to the County for execution. This agreement has been "approved as to form" by both the City Attorney and the County Counsel's office.

APPROVED: DIRECTOR [Signature]  
COUNTY EXECUTIVE \_\_\_\_\_

DATE: June 12, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 30, 1980

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA RELATING TO THE INSTALLATION OF ROADWAY IMPROVEMENTS AND THE MODIFICATIONS OF TRAFFIC SIGNALS AT STORY ROAD AND CAPITOL EXPRESSWAY

Consequences of Negative Action

This project which is jointly desired by the City and the County would either not be accomplished or would have to be accomplished by separate individual contracts at escalated costs at a later date.

Steps following Approval

Execution of the agreement by the City of San Jose.

The City will award and administer the project construction contract(s).

The City will furnish project(s) final accounting to the County and adjust costs accordingly.

LM:ARM:vlt

attachments



County of Santa Clara  
California

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

Sig Sanchez, District 1  
Dominic L. Cortese, District 2  
Dan Mc Corquodale, District 3  
Rodney J. Diridon, District 4  
Geraldine F. Steinberg, District 5

July 9, 1980

A. R. Turturici  
Director of Public Works  
City of San Jose

Attn: Art Mendoza

Subject: Agreement with  
for **City of San Jose**  
installation of roadway improvements  
and traffic signal modifications at Story Ro  
Road and Capitol Expressway.

Dear Sir:

Enclosed you will find an original and \_\_\_\_\_ copies  
of an agreement between the County of Santa Clara and  
the parties named above. The Board of Supervisors at  
its regularly scheduled meeting on ~~July 7, 1980~~  
authorized execution of this agreement on behalf of the  
County.

After execution of all copies, we would appreciate your  
returning ~~the original (pink tag)~~ to this office.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

Jane Eckert  
Deputy Clerk

DMR:  
Encls.

(Item #6)

No. ....

JOB No. ....

Change Order No. ....

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE July 9, 1980

agreement

The following ~~contract was awarded or change order~~ was approved by the Board of Supervisors at a meeting held:

..... July 7 ....., 19 80 .....

Project to be charged to installation of roadway improvements and the modifications of traffic signals at Story Road and Capitol Expressway

For the amount of \$ 130,000.00 (see agreement)

Contractor City of San Jose - Public Works

Completion Date December 31, 1981

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

*Donald M. Rains*

DONALD M. RAINS  
Clerk of the Board *je*

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

Transportation Agency

June Eckett - Deputy Clerk

Share Agreement with City of San Jose

7/9/80

Attached you will find a copy of the agreement between the City of San Jose and the County of Santa Clara relating to the installation of roadway improvements and the Modifications of traffic signals at Story Road and Capitol Expressway. This was authorized at the Board of Supervisors meeting of 7/7/80, item #6, Attached also is a copy for the Finance department.



CITY OF SAN JOSE  
 DEPARTMENT OF PUBLIC WORKS  
 801 NORTH FIRST STREET  
 SAN JOSE, CALIFORNIA 95110  
 TELEPHONE (408) 292-3141

BOARD OF SUPERVISORS  
 AUG 11 1 52 PM '80  
 COUNTY OF SANTA CLARA

LETTER OF TRANSMITTAL

TO  
 Board of Supervisors, Santa Clara County  
 70 W. Hedding Street  
 San Jose, CA. 95110

DATE	Aug. 8, 1980	JOB NO.
ATTENTION	Clerk, Board of Supervisors	
RE:	Expressway Agreement between City and County for Story Road @ Capitol Expressway.	

GENTLEMEN:

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:  
 Shop drawings     Prints     Plans     Samples     Specifications  
 Copy of letter     Change order     \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Original of Story Rd @ Capitol Ex agreement

THESE ARE TRANSMITTED as checked below:

- For approval                       Approved as submitted                       Resubmit \_\_\_\_\_ copies for approval
- For your use                               Approved as noted                               Submit \_\_\_\_\_ copies for distribution
- As requested                               Returned for corrections                               Return \_\_\_\_\_ corrected prints
- For review and comment                       See notations regarding public safety
- FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_     PRINTS RETURNED AFTER LOAN TO US
- \_\_\_\_\_

REMARKS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO file

SIGNED: Claude Wiley  
 DIV. Transp TITLE Asst. C.E.