

*Roads Costs + Agmts  
Cost Sharing - Stamped  
Various*

CITY OF SAN JOSE  
CALIFORNIA



CITY HALL

TELEPHONE 292-3141

CITY CLERK  
September 24, 1965

Board of Supervisors  
County of Santa Clara  
70 West Hedding Street  
San Jose, California

Gentlemen:

(2)

Enclosed please find a copy of an executed copy of AGREEMENT - IMPROVEMENT  
OF CERTAIN CITY & COUNTY STREETS AND FOR SHARING OF COSTS THEREOF.

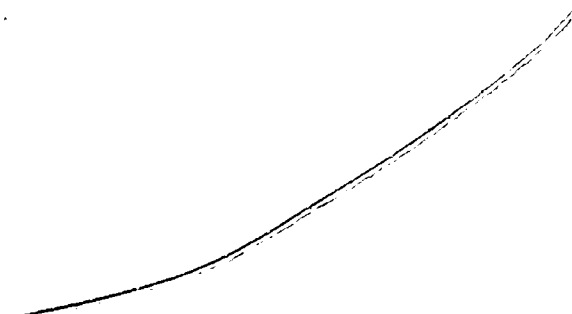
This is your file copy.

Very truly yours,

FRANCIS L. GREINER  
CITY CLERK

*R. H. Hubbard*  
BY: Roy H. Hubbard  
Deputy

Enc. 2



RECEIVED  
BOARD OF SUPERVISORS

SEP 27 11 30 AM '65

COUNTY OF  
SANTA CLARA

Ord 12887  
9-23-65

#30

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND  
THE COUNTY OF SANTA CLARA FOR THE IMPROVE-  
MENT OF CERTAIN CITY AND COUNTY STREETS  
AND FOR THE SHARING OF COSTS THEREOF

THE FOLLOWING is an agreement 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 the following streets, portions of which are in the City and portions of which are in the unincorporated area of the County, namely:

White Road between Story Road and Markington Drive.

Quimby Road between Tully Road and White Road.

Cottle Road between the IBM property line and south end of Cottle Road.

Hamilton Avenue between Meridian Avenue and Keesling Avenue.

Payne Avenue between Winchester Boulevard and Saratoga Avenue.

Race Street between Fruitdale Avenue and Park Avenue.

Williams Road between Winchester Boulevard and Saratoga Avenue.

Toyon Avenue between McKee Road and Penitencia Creek Road.

(herein for convenience referred to as "said project") by surfacing portions of said streets and resurfacing other portions of said streets and constructing necessary appurtenances to the foregoing improvements; and

WHEREAS, approximately 57 per cent of the cost of said project will be expended within the limits of City, and City and County wish to provide for the payment of their respective shares of the costs of constructing said project;

Date AUG 16 1965  
APPROVED [Signature]  
RE: CE CC PC DPW FLD  
NO: \_\_\_\_\_ ABSTAINS: \_\_\_\_\_

(E)

*Orig. & 2 copies to Public Works*

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. County shall prepare plans and specifications for the construction of said project and shall submit said plans and specifications to City for approval.

2. Construction, Inspection and Insurance. Upon approval of said plans and specifications by City, County shall advertise for bids for the construction of said project, award contracts therefor, and supervise the construction thereof to completion. County agrees to require any contractor engaged to construct said project to take out and maintain in full force and effect during the construction of said project until acceptance of said project by the County, public liability and property damage insurance in form and limits of liability acceptable to City, insuring City, 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. Payment.

(a) Within thirty (30) days after (1) approval by City of said plans and specifications and (2) approval by the State of California of the budget including said project as required by the Streets and Highways Code of the State of California, City shall pay to County the sum of \$118,00000, which is the total amount presently estimated by County's Engineer to be 57% of the construction cost of said project.

(b) 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 County, including but not limited to engineering costs and expenses, costs and expenses of preparation of plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of

the construction contracts awarded by County for the construction of said project, cost of extra work authorized by County, and cost of all materials not included in the contract price of said construction contract.

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

(d) In the event said accounting shows that 57 per cent of the final construction cost is less than the sum advanced by City to County under Paragraph 3a hereof, County shall refund to City the difference between the sum of \$118,000.00 and 57 per cent of the final construction cost. In the event said accounting shows that 57 per cent of the final construction cost is more than the sum advanced by City to County under Paragraph 3a hereof, City shall pay to County the difference between the sum of \$118,000.00 and 57 per cent of the final construction cost within 30 days after approval of said accounting.

4. Annexation. Notwithstanding the provisions of Paragraph 3 above, in the event of annexation by City of any of the area of said project before approval of the plans and specifications by City, City's share of the cost of construction shall be 57 per cent of said cost, plus the percentage the part annexed bears to the total area of said project. For purpose of computing City's share of said cost, the following formula shall be used:

$$\frac{\text{Area of Road Project Annexed}}{\text{Total Area of Road Project}} \times 100 = \text{per cent of area annexed.}$$

57 per cent plus per cent of area annexed times cost of construction = City's share of cost of construction.

5. Termination. It is the intent of the County to award contracts for construction for said work covered herein on or

before June 30, 1966. As to any construction work herein for which a contract has not been awarded on or before June 30, 1966, this agreement as to such work shall immediately terminate and be of no further force or effect. The County, in such event, agrees to return to City its proportionate share of contribution to such construction work for which no contract was awarded on or before June 30, 1966. As to construction contracts awarded on or before June 30, 1966, this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County has caused this agreement to be executed this \_\_\_\_\_ day of AUG 16 1965, 1965, and City has caused this agreement to be executed this 23 day of September, 1965.

COUNTY OF SANTA CLARA

By *Sig Sanchez*  
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk  
Board of Supervisors

*Jean Pullan*

"COUNTY"

APPROVED AS TO FORM  
SPENCER M. WILLIAMS, County Counsel

By *Spencer M. Williams*  
Deputy County Counsel

CITY OF SAN JOSE, a municipal corporation

By *A. P. Hamann*  
Mayor

A. P. HAMANN  
And by *J. A. ...*  
City Manager

ATTEST:  
FRANCIS L. CREINER  
*F. L. Creiner*  
City Clerk

#8  
August 16, 1965

Mr. Francis L. Greiner, Clerk  
City of San Jose  
First and Mission Streets  
San Jose, California

Subject: Agreement with City of San Jose  
for Improvement of Certain City and County Streets,  
and Sharing of Costs  
(White Road, Quimby Road, Cottle Road, Hamilton  
Ave., Payne Avenue, Race Street, Williams Road,  
Toyon Avenue)

Dear Mr. Greiner:

Enclosed you will find an original and 3 copies of  
an agreement between the County of Santa Clara and the  
party (ies) named above. The Board of Supervisors at its  
regularly scheduled meeting on August 16, 1965 authorized  
its Chairman to execute this agreement on behalf of the  
County.

After execution of all copies, we would appreciate your  
returning 2 copy (ies) to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan  
Clerk of the Board

JP:DMR: jc  
Encls.

No. 1



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: August 6, 1965

FOR: BOARD OF SUPERVISORS AGENDA OF August 16, 1965

FROM: STEFFANI, Public Works, Design

TITLE: Cooperative Agreement with the City of San Jose providing for the resurfacing of streets listed below.

DESCRIPTION:

Agreement covers the resurfacing of:

- White Road between Story Road and Markingdon Dr.
- Quimby Road between Tully Road and White Road
- Cottle Road between the IBM property line & So. end of Cottle Rd.
- Hamilton Ave., between Meridian Ave and Keesling Ave.
- Payne Avenue btw. Winchester Blve & Saratoga Ave.
- Race Street btw. Fruitdale Ave. and Park Ave.
- Williams Road btw. Winchester Blvd. & Saratoga Ave.
- Toyon Ave. btw. McKee Rd. & Penitencia Creek Road.

The agreement submitted herewith is a modified version of the agreement submitted on July 26, 1965. The Board of Supervisors, after review of the agreement, previously submitted, requested that it be revised. The revisions conform with that request.

Approval is recommended in order that resurfacing may proceed to completion before the advent of cold weather.

ECS:ee

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

BOARD ACTION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# COUNTY OF SANTA CLARA

## Office of the BOARD OF SUPERVISORS

DATE July 28, 1965

THE BOARD OF SUPERVISORS AT ITS MEETING OF July 26, 1965  
REFERRED THE ATTACHED COMMUNICATION TO:

### DIRECTIVE:

Attn. Ruth Cowan

Public Works

DEPARTMENT

- STUDY AND RECOMMENDATION
- REPORT
- ATTEND MEETING
- PREPARATION OF NECESSARY PAPERS
- POWER TO ACT
- APPROPRIATE ACTION
- NOTIFY WRITER OF ACTION
- CONSIDERATION
- RECONSIDERATION
- REPLY TO WRITER

The Board directed that Jackson Ave. be eliminated from agreement.

REMARKS: ~~Also, requested further report relating to working out the problem of drainage on Jackson Avenue. The Chairman directed that Toyon be "put at the bottom of the list" because of a pending zoning matter involving widening of Toyon.~~

ATTEST: JEAN PULLAN, CLERK OF THE BOARD

BY Marjorie Sawyer

# MEMORANDUM

To: Director of Public Works

From: Board of Supervisors

# 7  
SUBJECT: Agreement for improvement  
of certain City and County  
streets and for sharing costs thereof  
with City of San Jose, *White Rd, et al*

Date: July 14, 1965

Please review the attached agreement and agendize together with your recommendation.

Thanks

JP

*Please return agmt.*

RECEIVED  
DEPT. OF PUBLIC WORKS

JUL 16 1955

COUNTY ENGINEER

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND  
THE COUNTY OF SANTA CLARA FOR THE IMPROVE-  
MENT OF CERTAIN CITY AND COUNTY STREETS  
AND FOR THE SHARING OF COSTS THEREOF.

THE FOLLOWING is an agreement 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 the following streets, portions of which are in the City and portions of which are in the unincorporated area of the County, namely:

White Road between Story Road and Markingdon Drive.

Toyon Avenue between McKee Road and Penitencia Creek Road.

Jackson Avenue between County Corporation Yard and Alum Rock Ave.

Quimby Road between Tully Road and White Road.

Cottle Road between the IBM property line and south end of Cottle Road.

Hamilton Avenue between Meridian Avenue and Keosling Avenue

Payne Avenue between Winchester Blvd. and Saratoga Avenue.

Race Street between Fruitdale Avenue and Park Avenue.

Williams Road between Winchester Boulevard and Saratoga Avenue.

(herein for convenience referred to as "said project") by surfacing portions of said streets and resurfacing other portions of said streets and constructing necessary appurtenances to the foregoing improvements; and

WHEREAS, approximately 58.8 per cent of the cost of said project will be expended within the limits of City, and City and County wish to provide for the payment of their respective shares of the costs of constructing said project;

*Agmt re-written & executed by  
Board 8-16-65  
EO*

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. County shall prepare plans and specifications for the construction of said project and shall submit said plans and specifications to City for approval.

2. Construction, Inspection and Insurance. Upon approval of said plans and specifications by City, County shall advertise for bids for the construction of said project, award contracts therefor, and supervise the construction thereof to completion. County agrees to require any contractor engaged to construct said project to take out and maintain in full force and effect during the construction of said project until acceptance of said project by the County, public liability and property damage insurance in form and limits of liability acceptable to City, insuring City, 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. Payment.

(a) Within thirty (30) days after (1) approval by City of said plans and specifications and (2) approval by the State of California of the budget including said project as required by the Streets and Highways Code of the State of California, City shall pay to County the sum of \$127,000.00, which is the total amount presently estimated by County's Engineer to be 58.8% of the construction cost of said project.

(b) 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 County, including but not limited to engineering costs and expenses, costs and expenses of preparation of plans and specifications, costs and expenses for inspection, publication,

advertising and printing, cost of the construction contracts awarded by County for the construction of said project, cost of extra work authorized by County, and cost of all materials not included in the contract price of said construction contract.

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

(d) In the event said accounting shows that 58.85 per cent of the final construction cost is less than the sum advanced by City to County under Paragraph 3a hereof, County shall refund to City the difference between the sum of \$127,000.00 and 58.8 per cent of the final construction cost. In the event said accounting shows that 58.8 per cent of the final construction cost is more than the sum advanced by City to County under Paragraph 3a hereof, City shall pay to County the difference between the sum of \$127,000.00 and 58.8 per cent of the final construction cost within 30 days after approval of said accounting.

4. Annexation. Notwithstanding the provisions of Paragraph 3 above, in the event of annexation by City of any of the area of said project before approval of the plans and specifications by City, City's share of the cost of construction shall be 58.8 per cent of said cost, plus the percentage the part annexed bears to the total area of said project. For purpose of computing City's share of said cost, the following formula shall be used:

$$\frac{\text{Area of Road Project Annexed}}{\text{Total Area of Road Project}} \times 100 = \text{per cent of area annexed.}$$

58.8 per cent plus per cent of area annexed times cost of construction = City's share of cost of construction.

5. Termination. In the event County does not award a contract for the construction of said work on or before June 30, 1966, this agreement shall terminate ipso facto upon said date and shall be of no further force or effect and County agrees to forthwith return to City the said sum of \$127,000.00.

IN WITNESS WHEREOF, County has caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1965, and City has caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1965.

COUNTY OF SANTA CLARA

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk  
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM  
SPENCER W. WILLIAMS, County Counsel

By \_\_\_\_\_  
Deputy County Counsel

CITY OF SAN JOSE, a municipal  
corporation

By \_\_\_\_\_  
Mayor

And \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

RECEIVED  
BOARD OF SUPERVISORS

JUL 14 11 00 AM '65

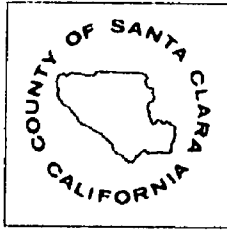
COUNTY OF  
SANTA CLARA

RECEIVED  
PUBLIC WORKS

JUL 15 1 22 PM '65

COUNTY OF  
SANTA CLARA





TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: July 16, 1965

FOR: BOARD OF SUPERVISORS AGENDA OF July 26, 1965

FROM: STEFFANI, Public Works, Design

TITLE: COST SHARING AGREEMENT FOR THE ANNUAL RESURFACING PROGRAM

DESCRIPTION:

Attached is an agreement between the County and the City of San Jose for the resurfacing of the below listed streets which are partially within the unincorporated area of the County and partially within the incorporated area of the City:

- White Road btw. Story Rd. and Markingdon Dr.
- Toyon Ave. btw. McKee Rd. & Penitencia Creek Rd.
- Jackson Ave., btw. County Corporation Yard & Alum Rock Ave.
- Quimby Rd. btw. Tully Rd. and White Road
- Cottle Rd. Btw. the IBM property line & S. end of of Cottle Road.
- Hamilton Avenue btw. Meridian Ave. & Keesling Ave.
- Payne Ave. btw. Winchester Blvd & Saratoga Ave.
- Race Street btw. Fruitdale Ave & Park Ave.
- Williams Road btw Winchester Blvd & Saratoga Ave.

Approval is recommended.

ECS:PTW:ee

Attachment

APPROVED:

James T. Pott  
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

BOARD ACTION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

Ext. 429

July 13, 1965

County of Santa Clara  
Board of Supervisors  
70 West Hedding Street  
San Jose, California

Gentlemen:

Enclosed are two copies of Agreement for Improvement of Certain  
and County Streets and for the Sharing of Costs

for your signature. Please return both signed copies to Roy  
H. Hubbard, Assistant City Clerk, City Hall, San Jose, Cal-  
ifornia, for completion. An executed copy will be returned  
to you for your files.

Very truly yours,

FRANCIS L. GREINER

By: Roy H. Hubbard  
Deputy

Enc. 2

RECEIVED  
BOARD OF SUPERVISORS  
JUL 14 11 04 AM '65  
COUNTY OF  
SANTA CLARA