

WHITE — Controller  
CANARY — County Executive  
PINK — Central Service or  
GOLD. ROD — County Engineer  
GREEN — File

No. \_\_\_\_\_

Job No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

ROADS  
CONTS + HGMIS  
COST SHARING - TENTH ST  
GILROY CITY

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

#9

DATE May 27, 1968

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

\_\_\_\_\_ May 27 \_\_\_\_\_, 19 68

Project to be charged Improvement of Tenth St., Btw Monterey Hwy  
and Pacheco Pass Road

For the amount of \$ See Agmt.

Contractor City of Gilroy

Completion Date \_\_\_\_\_

Budget Item \_\_\_\_\_ (for Controller's use)

\_\_\_\_\_  
JEAN PULLAN  
Clerk of the Board

May 27, 1968

Mrs. Susanne E. Steinmetz, Clerk  
City of Gilroy  
10 South Rosanna Street  
Gilroy, California

Subject: Agreement with City of Gilroy  
For Payment of Costs #2806  
Improvement of Tenth Street  
Btw Monterey Hwy and Pacheco Pass Road

Dear Mrs. Steinmetz:

Enclosed you will find ( 2 ) fully executed 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 May 27, 1968 approved this agreement on behalf of the County.

The enclosed copies are for your records.

Very truly yours,

JEAN PULLAN, Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

JP: jc

Encl.

No. 4

*B/S copy*

#9

AGREEMENT FOR PAYMENT OF COSTS OF  
IMPROVEMENT OF TENTH STREET BETWEEN  
MONTEREY HIGHWAY AND PACHECO PASS ROAD

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 Gilroy, a municipal corporation of the State of California, hereinafter called "City;"

WHEREAS, City and County wish to improve Tenth Street between Monterey Highway and Pacheco Pass Road by widening, realigning, and constructing necessary appurtenances thereto; and

WHEREAS, approximately 25 percent of the estimated cost of the highway improvement will be expended within the limits of City, and the remainder will be expended within the limits of County, and City and County wish to provide for the payment of their respective shares of the costs of constructing the highway improvement; and

WHEREAS, City plans to improve portions of the water system and sanitary sewer system within the area covered by the highway improvement; and

WHEREAS, part of the construction work proposed by City will be affected by the construction work to be done by County, and City and County deem it to be in the best interests of orderly and economic construction practices to complete all of the proposed improvements under a single contract awarded and administered by County;

NOW, THEREFORE, the City and County agree as follows:

1. County shall prepare plans and specifications for construction of the highway improvement and shall submit the plans and specifications to City for approval.
2. City has prepared plans and specifications and has estimated contract quantities for the improvement of the portion of its water system and sanitary sewer system, which City desires to have installed under the terms of this agreement.
3. Upon approval of the plans and specifications for the highway improvement by City, County shall advertise for bids and award a single contract for the construction of the highway improvements together with the improvements to the City's water and sanitary

*cc: Finance  
R.W. (3)*

MAY 27 1968 *Qu*

sewer systems and supervise the construction thereof to completion. County agrees to require the contractor awarded the contract to take out and maintain at all times during the construction of this project public liability and property damage insurance in form and limits of liability acceptable to City and County insuring City and County and their respective employees, from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

4. (a) Within thirty (30) days after approval by City of the plans and specifications, City shall pay to County the sum of \$40,000.00 which is the total amount presently estimated by County to be 25 percent of the construction cost of the highway improvement. As used in this agreement the construction cost of the highway improvement shall mean the sum total of all the costs incurred and expenditures made by County for engineering construction inspection, publication, advertising, printing, together with the cost of the construction contract awarded by County for the construction of the highway improvement including extra work authorized by County but not including water system and sanitary sewer system improvement.

(b) In addition to the deposit for highway improvements City shall deposit with County the sum of \$52,000.00 prior to advertisement date of the project. The sum of \$52,000.00 is the estimated cost of the improvements to City's water system and sanitary sewer system.

5. County shall acquire, at its own expense, all required right of way for said project.

6. Upon completion of the project, County shall pay the cost of the highway improvements plus the cost of enlargement of City water system and sanitary sewer system and cost of extra work authorized by County to its contractor and shall prepare and furnish to City a final accounting of the total construction cost. The accounting shall show the final construction cost for the highway improvements as one item and final cost of improvements

of City's water system and sanitary sewer system as a separate item.

(a) In the event the accounting shows that 25 percent of the final construction cost for highway improvements is less than the \$40,000.00 advanced by City to County under paragraph 4(a) above, County shall refund to City the difference between the sum of \$40,000.00 and 25 percent of the cost of highway improvement within 30 days after approval of the accounting. In the event the accounting shows that 25 percent of the final construction cost for highway improvement is more than \$40,000.00, City shall pay County the difference between \$40,000.00 and 25% of the final construction cost for highway improvement within 30 days after approval of the accounting.

(b) Final cost of the improvements to City's water and sanitary system shall be an amount equal to the final quantities installed times the bid prices. In the event final cost exceeds the estimated cost of \$52,000.00 advanced by City to County, City shall pay to County an amount equal to the difference between the final cost of the improvements and the estimated cost of \$52,000.00. If the final cost of the improvements is less than the estimated cost of \$52,000.00, County shall refund to City an amount equal to the difference between the estimated cost of \$52,000.00 and the final cost. Any additional payment by City or refund by County shall be made within 30 days after final cost has been determined.

7. Termination: In the event County does not award a contract for the construction of said work on or before July 30, 1968,

this agreement shall terminate ipso facto upon said date and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

COUNTY OF SANTA CLARA

By *R. M. ...*  
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk  
Board of Supervisors

MAY 27 1968

*Jean Pullan*

APPROVED AS TO FORM:

By *John R. ...*  
County Counsel

Date MAY 16 1968

CITY OF GILROY, a municipal corporation

By *Norman B. Goodrich*  
Mayor

And *Joe ...*  
City ~~Manager~~ Administrator

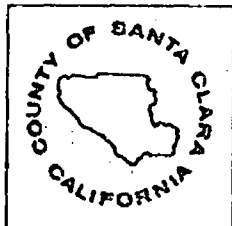
ATTEST:

*Suzanne E. Steinitz*  
City Clerk

APPROVED AS TO FORM:

By *Bruce W. ...*  
City Attorney

9



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: May 17, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF May 27, 19 68

FROM: STEFFANI, Public Works, Traffic

TITLE: AGREEMENT FOR PAYMENT OF COSTS OF IMPROVEMENT OF TENTH STREET BETWEEN MONTEREY HIGHWAY AND PACHECO PASS ROAD

DESCRIPTION: This agreement provides for the City of Gilroy to pay a portion of the costs of the roadway improvement of Tenth Street, in Gilroy. The City will deposit \$40,000 with the County of Santa Clara, which sum is estimated to be 25% of the cost of the road project.

This agreement also provides for the installation of a water system and sanitary sewer system. The entire cost of the water system and sanitary sewer system will be borne by the City of Gilroy.

Approval is recommended.

Upon execution please submit one copy to the City of Gilroy for their files.

RMS:ee

Attachments

*E. C. B.*

AGENDA DATA

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

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

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

\_\_\_\_\_

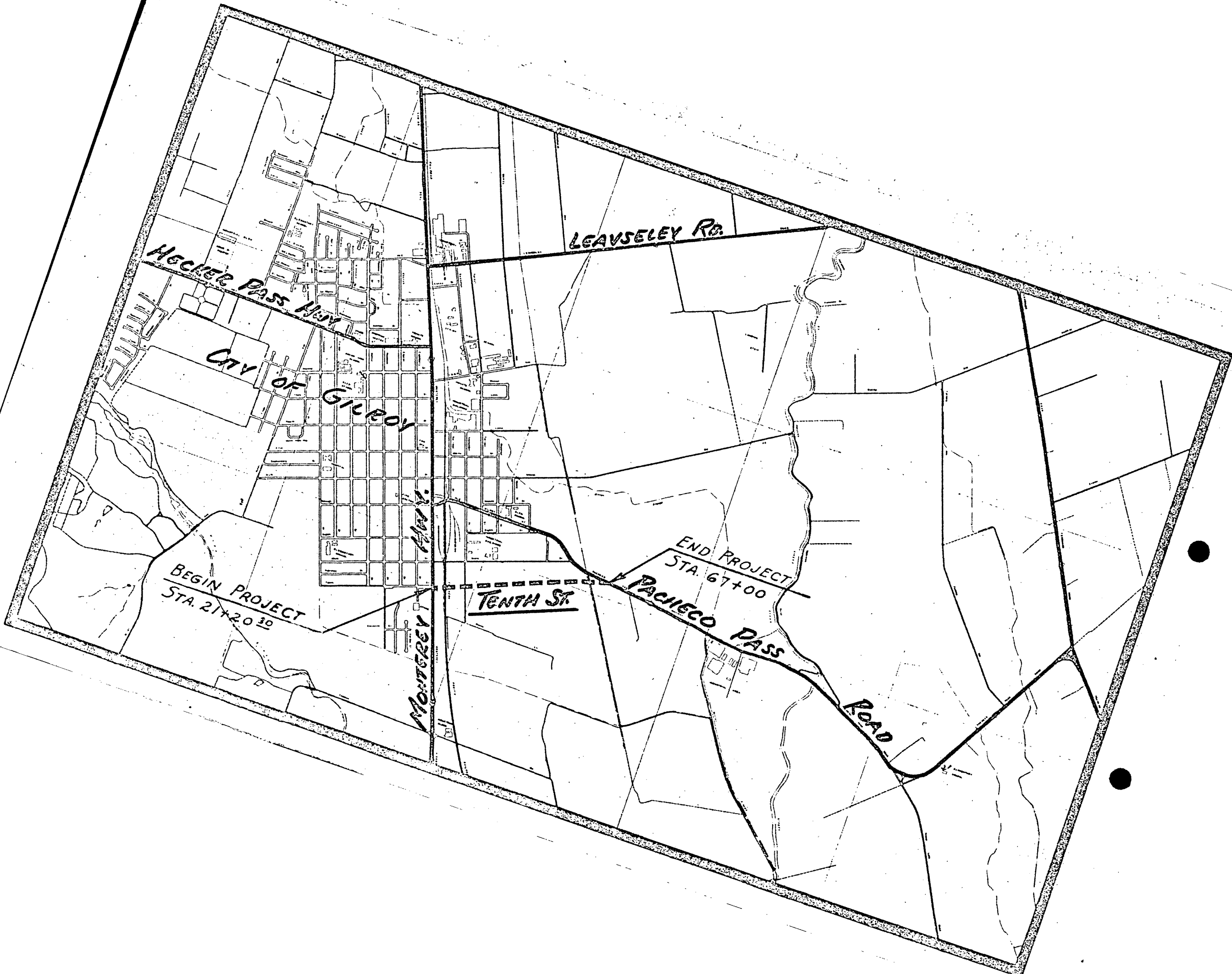
\_\_\_\_\_

APPROVED:

*James T. Pott*

JAMES T. POTT, COUNTY ENGINEER

MAY 27 1968



LEAVSELEY RD.

HECKER PASS HWY

CITY OF GILROY

MONTEREY HWY

TENTH ST

END PROJECT  
STA. 67+00

PACHECO PASS

ROAD

BEGIN PROJECT  
STA. 21+20.39