

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA  
FOR CONSTRUCTION OF UNION AVENUE  
BETWEEN BASCOM AVENUE AND 300 FEET NORTH OF DRY CREEK ROAD

This AGREEMENT is made and entered into on OCT 2 1990, 1990 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, in Fiscal Year 1990-91, COUNTY plans to award a contract to construct a portion of Union Avenue between Bascom Avenue and 300 feet north of Dry Creek Road, which contract shall be hereinafter referred to as "County Contract" and

WHEREAS, portions of Union Avenue within the PROJECT limits are under City jurisdiction; and

WHEREAS, for the best interest of the public, CITY and COUNTY desire the road construction, and desire to improve the roadway areas in an orderly and economical manner by including CITY jurisdictional areas in the COUNTY CONTRACT;

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:

Duplicate original (contractor's copy) to City of San Jose; four conformed copies to Transportation Agency - Design and Construction - Attn.: Dan Collen. 10/5/90 adk

## AGREEMENT

1. SCOPE OF WORK: The scope of the work shall consist of the construction of Union Avenue between Bascom Avenue and 300 feet north of Dry Creek Road, together with all work necessary to complete the project, said project to include the reconstruction, resurfacing, or improvement with curb, gutter, sidewalk and street lighting of approximately 0.27 mile of roadway as shown on attached Exhibit "A", all of which said work shall be hereinafter referred to as "PROJECT".
2. PLANS, SPECIFICATIONS AND ESTIMATES: COUNTY shall prepare, or cause to be prepared, plans, specifications and estimates for PROJECT and shall submit said plans, specifications and estimates to CITY for CITY's review and approval. No contract shall be awarded unless City has approved.
3. AWARD OF CONTRACT AND CONSTRUCTION: The construction work shall be performed by contract awarded and administered by COUNTY pursuant to the laws governing COUNTY.
4. COST SHARING OF PROJECT: The PROJECT will be jointly funded by CITY and COUNTY. The City's share of costs shall be actual cost of PROJECT for the construction of the improvements within the City's jurisdictional boundaries. CITY's cost of the PROJECT has been estimated to be One Hundred Seventy-Five Thousand dollars (\$175,000.00) including administrative cost. Said administrative costs shall include right-of-way acquisition, preparation of plans and specifications, bidding, contract administration, inspection and incidental expenses of this project, as charged to the appropriate County PROJECT account, the City's share to equal one-third of the total including labor overhead.

5. PAYMENT OF PROJECT COST: If a construction contract for PROJECT is awarded by County, City agrees to deposit \$175,000.00 with COUNTY upon demand within 30 days of award of contract with the following provisions:

- a. Upon completion of PROJECT, COUNTY shall determine the actual cost and advise CITY of CITY's said cost based on the actual items of work at the respective contract unit costs or lump sum for PROJECT as constructed in CITY's jurisdictional boundaries.
- b. CITY's final cost of PROJECT shall be determined within 30 days after completion and acceptance of PROJECT by COUNTY.
- c. Should CITY's final cost exceed the amount deposited with COUNTY, CITY shall pay COUNTY the exceeded amount up to \$17,500.00, for a maximum total of One Hundred Ninty-Two Thousand Five Hundred dollars (\$192,500.00) unless provided for in a subsequent agreement.
- d. Should CITY's final cost be less than the amount deposited with COUNTY, COUNTY shall refund the excess deposited amount to CITY within 30 days of final accounting by COUNTY.

6. MAINTENANCE AND OPERATION: Maintenance and operation of the roadway shall be as currently determined for the maintenance and operation of the Union Avenue roadway, consistent with jurisdictional boundaries. A subsequent agreement will be required for any future joint maintenance projects.

7. MUTUAL INDEMNIFICATION:

Hold Harmless: It is mutually understood and agreed:

- a. 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.

- b. COUNTY 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 COUNTY, 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 additional 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.

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

CITY OF SAN JOSE,  
a municipal corporation

APPROVED AS TO FORM:

Thomas B Ruby  
Deputy City Attorney

BY: [Signature]

APPROVED AS TO FORM AND LEGALITY:

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

[Signature]  
Santa Clara County Counsel

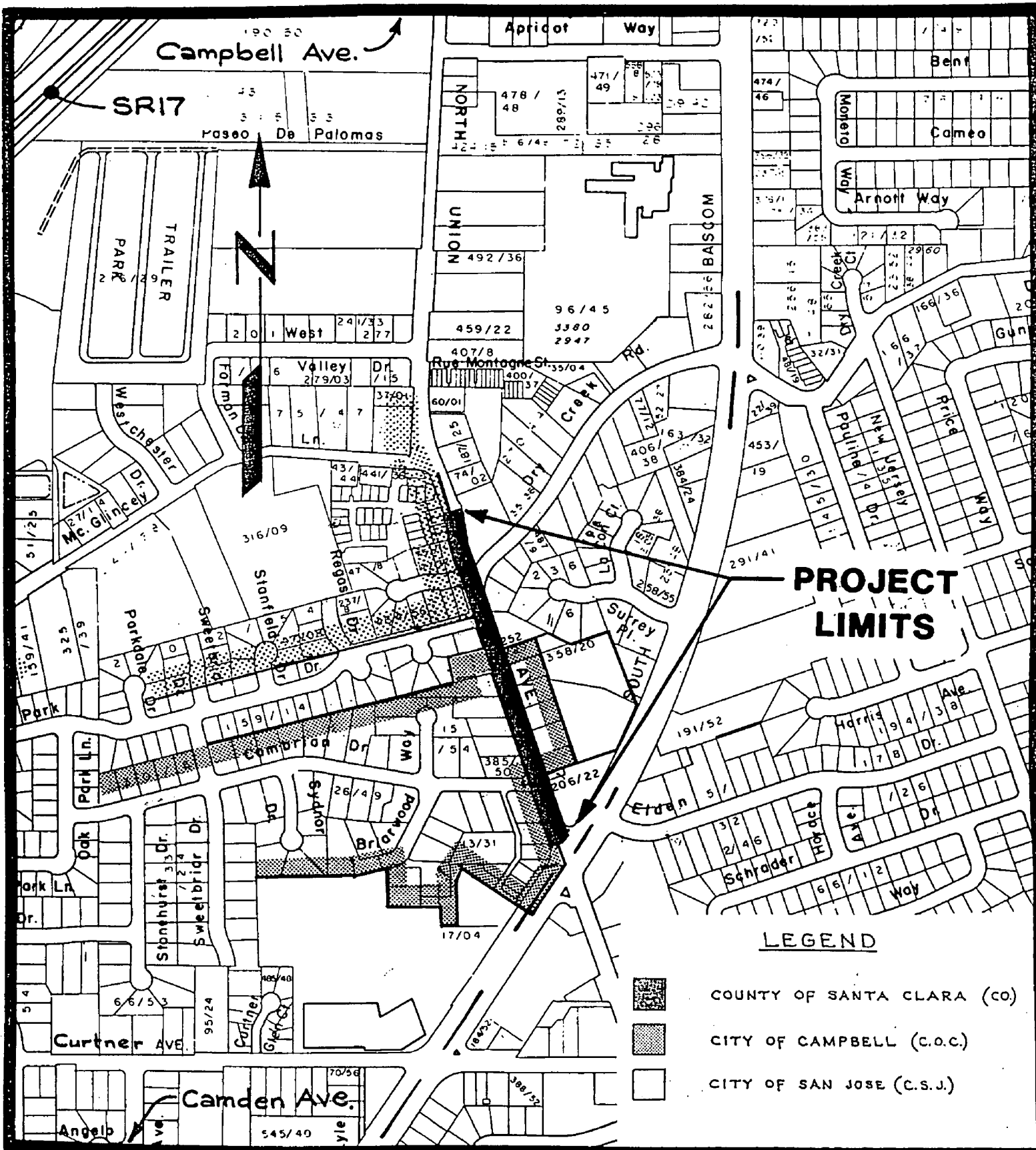
By: Susanne Wilson  
Chairperson, Board of Supervisors  
Susanne Wilson

ATTEST:

Phyllis A. Perez  
Assistant Clerk  
of the Board of  
Supervisors

[Signature]  
Donald M. Rains, Clerk  
Board of Supervisors

DEC/lr  
[341]



# EXHIBIT A

SCALE : 1" = 500' ±

RESOLUTION NO. 62340

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE DELEGATING TO THE CITY MANAGER OR HIS DEPUTY THE AUTHORITY TO AWARD CERTAIN CONTRACTS AND TO EXECUTE AGREEMENTS ON BEHALF OF THE CITY

WHEREAS, the City Council of the City of San Jose has the authority to award construction contracts and contracts for consultant services over the amount of \$20,000; and

WHEREAS, the Council will be in recess from June 27, 1990 through August 6, 1990; and

WHEREAS, during the City Council recess in July, there are certain construction or consultant contracts which must be awarded;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

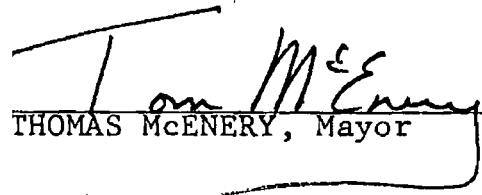
The City Council of the City of San Jose hereby delegates to the City Manager or his Deputy the authority to award those contracts specified on Exhibit "A" attached hereto, and to execute those agreements specified on Exhibit "A". This delegation of authority shall commence on June 27, 1990, and shall continue through August 6, 1990, inclusive.

ADOPTED this 26th day of June, 1990, by the following vote:

D, IANNI,  
LE; McENERY

The attached is a full, true and correct copy of the original on file in my office.

ATTEST:  
Andrea Membreño, City Clerk  
City of San Jose, California

  
THOMAS McENERY, Mayor

Dated: 9-6-90

By: SK Paul Deputy

VOID IF DETACHED

RESOLUTION NO. 62340

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN  
JOSE DELEGATING TO THE CITY MANAGER OR HIS  
DEPUTY THE AUTHORITY TO AWARD CERTAIN CONTRACTS  
AND TO EXECUTE AGREEMENTS ON BEHALF OF THE CITY

WHEREAS, the City Council of the City of San Jose has the authority to award construction contracts and contracts for consultant services over the amount of \$20,000; and

WHEREAS, the Council will be in recess from June 27, 1990 through August 6, 1990; and

WHEREAS, during the City Council recess in July, there are certain construction or consultant contracts which must be awarded;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

The City Council of the City of San Jose hereby delegates to the City Manager or his Deputy the authority to award those contracts specified on Exhibit "A" attached hereto, and to execute those agreements specified on Exhibit "A". This delegation of authority shall commence on June 27, 1990, and shall continue through August 6, 1990, inclusive.

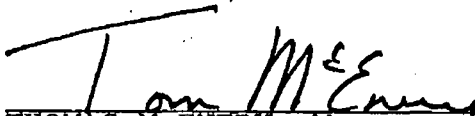
ADOPTED this 26th day of June, 1990, by the following vote:


AYES: ALVARADO, BEALL, HAMMER, HEAD, IANNI,  
LEWIS, RYDEN, SAUSED0, STABILE; McENERY

NOES: NONE

ABSENT: WILLIAMS

ATTEST:

  
THOMAS McENERY, Mayor

  
ANDREA MEMBRENO, City Clerk



JRG:KAM:ED:sl  
6/25/90

EXHIBIT A

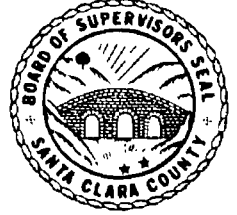
<u>Cooperative Agreement</u>	<u>Estimated Amount</u>
Agreement with CalTrans and the Santa Clara County Transit District for Phase III of Route 87	\$240,000
Agreement with CalTrans for Route 87 landscaping improvements	
<u>Cost Sharing Agreement</u>	
Agreement with County of Santa Clara for Union Avenue from Bascom to Dry Creek Road	\$250,000
<u>Consultant Agreements</u>	
Agreement for Aerial services with Aero-Geodetic Corporation	\$50,000
First Continuation of Agreement with Woodward-Clyde Consultants, for remediation of hazardous waste stockpile and site at San Jose International Airport	\$12,000
<u>Construction Contracts</u>	
Fontanoso Avenue Bridge	\$3,983,000
C.D.B.G. Handicapped Access 89-90	\$65,000
Traffic Signal: Unit 89C	\$125,000
Traffic Signal: Santa Teresa Boulevard and Dunn Avenue	\$110,000
Municipal Water Company Tuers yard Modular Building site work	\$25,000
Route 87 Landscaping Improvements between Auzerais and Julian Streets to Watkin & Bortolussi, low & bidder	\$1,391,000

# County of Santa Clara

Office of the Board of Supervisors

County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
(408) 299-4321  
(408) 299-2323

COPY



September 25, 1990

City of San Jose, California  
Office of the City Clerk  
801 North First Street  
San Jose, CA 95110

Attention: Andrea Membreno, City Clerk

Dear Ms. Membreno:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR CONSTRUCTION OF UNION AVENUE BETWEEN BASCOM AVENUE AND 300 FEET NORTH OF DRY CREEK ROAD

Enclosed you will find one fully executed duplicate original copy of the subject Agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors, at the regularly scheduled meeting on October 2, 1990, approved this Agreement on behalf of the County.

The enclosed is for your information and records.

Very truly yours,

BOARD OF SUPERVISORS  
DONALD M. RAINS, CLERK

  
Nancy Knowlton  
Deputy Clerk

DMR:nk  
Enclosures

cc: Transportation Agency - Design and Construction  
Attention: Dan Collen

**Board of Supervisors:**

Susanne Wilson District 1	Zoe Lofgren District 2	Ron Gonzales District 3	Rod Diridon District 4	Dianne McKenna District 5
------------------------------	---------------------------	----------------------------	---------------------------	------------------------------



## CITY OF SAN JOSÉ, CALIFORNIA

---

801 NORTH FIRST STREET  
SAN JOSE, CALIFORNIA 95110  
TELEPHONE (408) 277-4424  
FAX (408) 277-3285

CITY CLERK

September 6, 1990

County of Santa Clara  
Transportation Agency  
Div. of Design and Construction  
1570 Old Oakland Road, Ste. 101  
San Jose, CA. 95131

Attention: Dan Collen

RE: Agreement for Construction of Union Avenue Between Bascom Avenue and  
300 Feet North of Dry Creek Road

Enclosed are six (6) originals of the above-referenced agreement, which was approved by the City Council of the City of San Jose on June 26, 1990. The documents have been executed by the City Manager for the City of San Jose pursuant to Resolution No. 62340. Please have the authorized officials execute the documents on behalf of the County of Santa Clara.

After execution, return the City of San Jose copy to my attention in the City Clerk's Office, 801 N. First Street, Room 116, San Jose, CA 95110. This office will ensure that all appropriate City of San Jose departments receive copies.

Thank you for your cooperation.

Andrea Membreno  
City Clerk

By: Sharon K. Pardun  
Analyst II  
Legal Support Division

Enclosures  
Certified Mail - RRR

California



TRANSMITTAL MEMORANDUM

Prepared by COLLEN

Page 1 of 2

S.D. 4

Reviewed by BRUCE

Submitted by READING

DATE: September 17, 1990

APPROVED: DIRECTOR [Signature]

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

COUNTY BOARD OF SUPERVISORS: Agenda Date October 2, 1990 Item No. \_\_\_\_\_

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

FROM: SCOTTY A. BRUCE, Deputy Director  
Design and Construction

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF  
SANTA CLARA PROVIDING FOR SHARING OF THE COST OF  
IMPROVING UNION AVENUE BETWEEN BASCOM AVENUE AND 300  
FEET NORTH OF DRY CREEK ROAD

RECOMMENDED ACTION:

It is recommended that the agreement be executed.

FISCAL IMPLICATION:

The agreement commits the City of San Jose to share in the project costs, up to a maximum amount of \$192,500.00. The total estimated project cost is \$525,000.00, including administrative and right-of-way acquisition costs. The San Jose share is the amount attributable to work in the city's jurisdiction.

REASONS FOR RECOMMENDATION:

Approximately one-third of the total cost of the improvements are attributable to work in the city's jurisdiction. Both the city and county would like to improve this portion of Union Avenue. One project incorporating both areas offers economy of scale as well as minimum disruption for the adjacent property residents and surrounding community.

APPROVED BY THE BOARD OF SUPERVISORS  
OF SANTA CLARA COUNTY

Donald M. Raina, Clerk of the Board  
Ex Officio, Secretary

By [Signature]  
Deputy Clerk

Date OCT 2 1990

Approved copy to Transportation Agency - Design and Construction - Attn.: Dan Colleen. 10/5/90 adk

ORIGINAL

Page 2 Of 2  
September 14, 1990

BACKGROUND:

The Board approved a Resolution of Necessity May 15, 1990 to acquire the property needed to allow construction of the proposed improvements. A Finding of Environmental Exemption was approved by the Board on June 19, 1990, and the Notice of Exemption as filed the same day.

The city has reviewed the proposed plans and specifications and their comments are being included in the contract documents. At present, agency staff is coordinating with Pacific Bell and other utilities to clear the way for construction. Unless utility relocations cannot be completed, the schedule for project advertisement is late February or early March 1991, with construction completed in Summer 1991.

CONSEQUENCES OF NEGATIVE ACTION:

The city would not be obligated to share in the project costs, and the project would have to be redesigned to improve only county areas.

STEPS FOLLOWING APPROVAL:

After execution, return City's copy per attached September 6, 1990 letter. Return all extra copies to Dan Collen, TA Design & Construction, 1570 Old Oakland Road, Suite 101.

The terms of the Agreement will be carried out.

DEC:as  
as:096

Attachments: Agreement and Location Map

cc: MR. GRAY D. THOMPSON, Transportation Division Manager  
Department of Public Works,  
City of San Jose  
HERBERT L. KEATON, County Counsel

AIMS