

2 pink tagged originals and 1 xc with original signatures to Tim Borden of the City of San Jose 5/1/87 rrz.
Fully executed xc to Trans. Agency. T/A-Finance, Controller bc 7/30/87

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR THE
RESURFACING OF SEVERAL STREETS

THIS AGREEMENT, made and entered into on the 28th day
of April, 1987, 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 1986-87, CITY plans to award a contract
to resurface certain public streets with asphalt concrete together
with all work necessary to complete the resurfacing, which
improvements shall be hereinafter referred to as "CITY CONTRACT"; and

WHEREAS, McKee Road between Capitol Avenue and White Road in the
City needs to be resurfaced; and

WHEREAS, McKee Road between White Road and Toyon Avenue in the
City needs to be resurfaced; and

WHEREAS, Moorpark Avenue between Bascom Avenue and the Highway
280 on-ramp in the City needs to be resurfaced; and

WHEREAS, Old Almaden Road between Kell Way and Almaden
Expressway in the City needs to be resurfaced; and

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

WHEREAS, for the best interest of the public, CITY and COUNTY
desire to have said portions of said streets resurfaced in an
orderly and economical manner by including both CITY and COUNTY
portions in the CITY 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 agree as follows:

AGREEMENT

1. Scope of Work: The scope of work shall consist of the
resurfacing of McKee Road between Capitol Avenue and White Road,
McKee Road between White Road and Toyon Avenue, Moorpark Avenue
between Bascom Avenue and the Highway 280 on-ramp, and Old
Almaden Road between Kell Way and Almaden Expressway, under
jurisdiction of both CITY and COUNTY, together with all work
necessary to complete the resurfacing, all of the improvements
shall be hereinafter referred to as "PROJECT".

ORIGINAL

APR 28 1987

2. Plans, Specifications and Estimates: CITY shall prepare, or cause to be prepared, plans, specifications and estimates for PROJECT and shall submit the plans, specifications and estimates to COUNTY for COUNTY'S approval.
3. Award of Contract and Construction: CITY shall award and administer a contract for construction of the PROJECT.
4. Cost Sharing of Project: The PROJECT will be funded by CITY and COUNTY. Each party's share shall be prorated on the construction cost of the resurfacing improvements within the respective party's jurisdictional boundaries. CITY'S share of the PROJECT cost has been estimated to be \$335,495. COUNTY'S share of the PROJECT cost has been estimated to be \$211,090, including administrative costs determined to be fifteen percent (15%) of the construction costs. The administrative costs shall include preparation of plans and specifications, bidding, contract administration, inspection and incidental expenses of this PROJECT.
5. Payment of Project Cost: CITY shall send COUNTY a statement of costs within 30 days of opening of bids for award of construction contract for PROJECT. COUNTY agrees to deposit \$211,090 with CITY within 30 days of issuance of the statement, but no later than award of contract by CITY.
 - a. Upon completion of PROJECT, CITY shall determine the actual cost and advise COUNTY of COUNTY'S share of the cost based on the actual items of work at the respective contract unit costs constructed in COUNTY'S jurisdictional boundaries.
 - b. COUNTY'S final cost of PROJECT shall be determined within 30 days after completion and acceptance of PROJECT by CITY.
 - c. Should COUNTY'S final cost exceed the amount deposited with CITY, COUNTY shall pay CITY the additional amount up to a maximum total of Two Hundred and Thirty-Two Thousand, Two Hundred Dollars (\$232,200) unless provided otherwise in a subsequent agreement.
 - d. Should COUNTY'S final cost be less than the amount deposited with CITY, CITY shall refund the excess amount to COUNTY within 30 days of final accounting by CITY.
6. Maintenance and Operation: The sharing of cost for maintenance and operation of the resurfaced pavement shall be as determined for the maintenance and operation of the pavement on those areas at present.
7. Mutual Indemnifications and Insurance:
It is mutually understood and agreed:
 - a. 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 the Government Code Section 895.4, CITY shall 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.

- b. 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 this Agreement.
- c. CITY shall require any contractor awarded a contract for any portion of the PROJECT to secure and maintain in full force and effect at all times during construction of the PROJECT and until the PROJECT is accepted by CITY, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both COUNTY and CITY, naming COUNTY and CITY and their respective officer 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 the PROJECT.

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

CITY OF SAN JOSE,
a municipal corporation

APPROVED AS TO FORM:

C. M. Kelly
Deputy City Attorney

By: Andrea M. Pavone
Andrea M. Pavone, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

Herbert L. Keston
Santa Clara County Counsel

By: Dianne McKenna
Chairperson, Board of Supervisors
Dianne McKenna

ATTEST:

Donald M. Rains
Donald M. Rains, Clerk
Board of Supervisors

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO. None
CHANGE ORDER NO. None

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

DATE: July 30, 1987

The following Agreement was approved by the Board of Supervisors at a meeting held on April 28, 1987, Item No. 17.


PROJECT TO BE CHARGED: Agreement for resurfacing of several streets within the City of San Jose.

FOR THE AMOUNT \$211,090.

CONTRACTOR: City of San Jose.

COMPLETION DATE: Continuous.

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)



Deputy Clerk
Bobbi Claycomb

- CC -- CONTROLLER
- CC -- FILE ✓
- CC -- ORIGINATING DEPARTMENT
- CC -- T/A-FINANCE
- CC -- TRANSPORTATION AGENCY

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

May 1, 1987

Tim Borden
City of San Jose
801 N. First Street
San Jose, CA 95110

Dear Mr. Borden:

SUBJECT: Agreement with City of San Jose for resurfacing of several streets within the City of San Jose

Enclosed you will find three originals of the subject Agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors, at its regularly scheduled meeting on April 28, 1987, authorized the execution of this Agreement on behalf of the County.

After execution of all copies, we would appreciate your returning the pink tagged originals to this office. Retain the remaining copies for your distribution or files.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK

Rachel R. Zamora
Deputy Clerk

DMR:rrz

Enclosures

cc: Transportation Agency

COPY

California



TRANSMITTAL MEMORANDUM

Prepared by WLK
Reviewed by AVJ
Submitted by RMS
APPROVED: DIRECTOR [Signature]

Page 1 of 2

S.D. 2, 3, & 4

DATE: April 14, 1987

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date April 28, 1987 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

W FROM: R. M. Shields, Transportation Agency

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE RESURFACING OF SEVERAL STREETS

RECOMMENDED ACTION:

It is recommended that the County enter into the attached Agreement with the City of San Jose.

FISCAL IMPLICATION:

The estimated cost to the County for the proposed resurfacing work is Two Hundred Eleven Thousand Ninety dollars (\$211,090). The estimate is based on the portions of McKee Road, Moorpark Avenue and Old Almaden Road which lie within County jurisdiction.

Funds for the planned project are available in the Road Fund, Fund 0023, Budget Unit 603, Index 4002, Account 2895.

REASONS FOR RECOMMENDATION:

The City of San Jose has requested that the County participate in a project to resurface: McKee Road between Capitol Avenue and Toyon Avenue and Moorpark Avenue between Bascom Avenue and Highway 280 on-ramp and Old Almaden Road between Kell Way and Almaden Expressway, in fiscal year 1986-1987.

A review and analysis of these streets show that they are in need of resurfacing and that the work can best be accomplished under a single contract.

DATE: April 14, 1987

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: April 28, 1987

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF
SANTA CLARA FOR THE RESURFACING OF SEVERAL STREETS

Adequate funds are available in the Road Fund Budget as a result of SB 300 disbursements for this project. These funds (SB 300) must be expended by October 1, 1987. The City has guaranteed that the work will be completed and the County billed prior to this date.

BACKGROUND:

McKee Road is a major four-lane arterial between Highway 101 and Alum Rock Avenue in East San Jose. The majority of the road lies in City jurisdiction but serves a large County residential area in the northeast valley.

Moorpark Avenue is a major east/west collector street which serves Valley Medical Center and San Jose City College, as well as many others.

Old Almaden Road is a highly used two-lane roadway between Capitol Expressway, Old Hilldale Avenue and Almaden Expressway.

The City has proposed a road resurfacing project and will be the lead agency in advertising and administering a contract to provide a new asphaltic surface on these roadways.

This resurfacing is estimated to add ten years to the effective life of these roadways.

CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, it will cause the County and the City to incur additional costs in the performance of their preventive maintenance.

STEPS FOLLOWING APPROVAL:

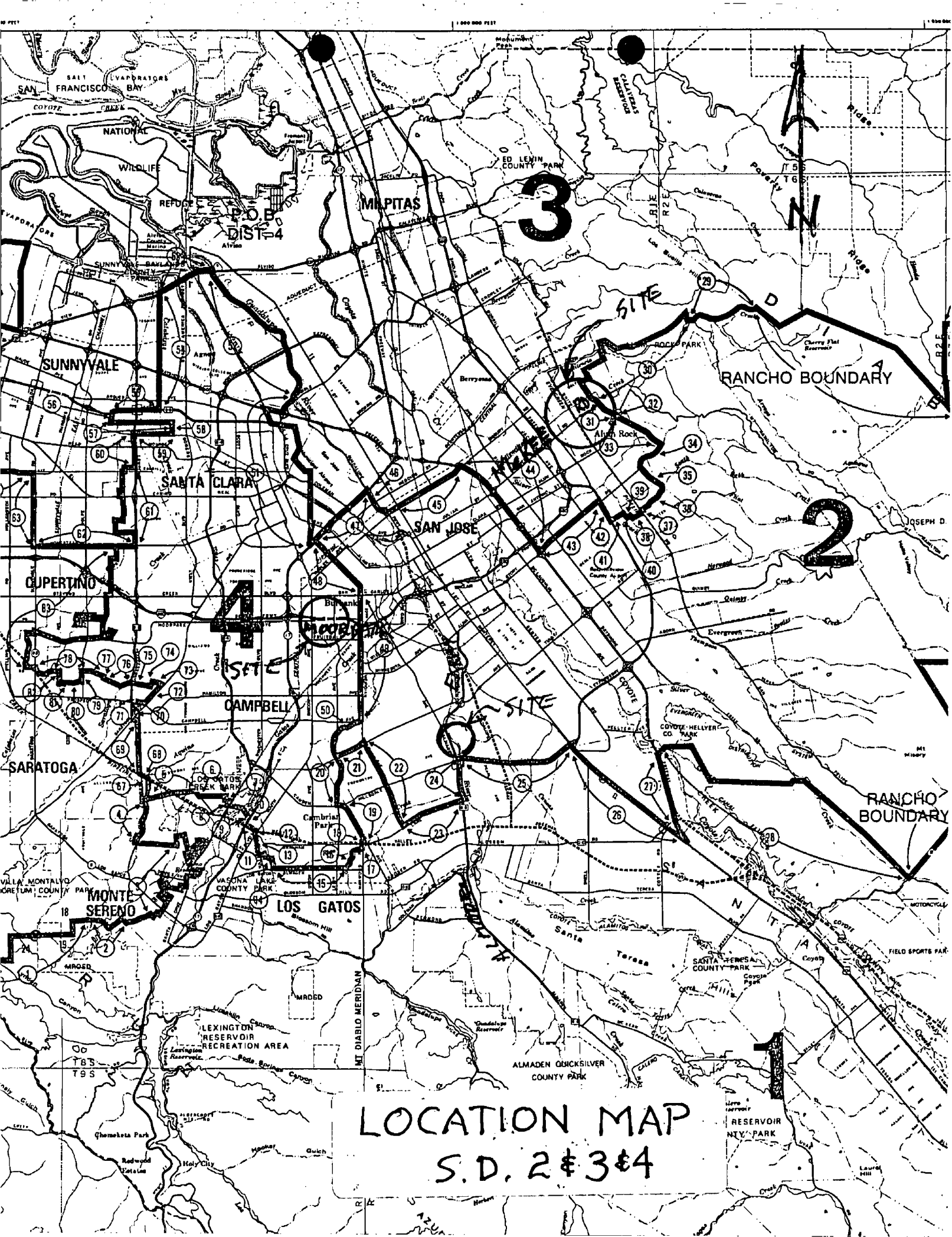
The Agreement will be fully executed by the City of San Jose and the terms of the Agreement carried out. The approved funds will be used to pay the road resurfacing project costs.

RMS:kh

Attachments: Agreement
Location Map

cc: LM
SAB
JAR
DM
Herb Keaton
AVJ/WLK





LOCATION MAP
S. D. 2 & 3 & 4

3

2

4

1

RANCHO BOUNDARY

RANCHO BOUNDARY

SITE

SITE

SITE

POE DIST-4

RESERVOIR