

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

THIS AGREEMENT, is made and entered into this DEC 13 1988 day
of _____, 1988, 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 1988-89, 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, Capitol Avenue between McKee Road and 220 feet North of
Ohlone Drive in the CITY needs to be resurfaced; and

WHEREAS, DiSalvo Avenue between Forest Avenue and Stevens Creek
Boulevard in the CITY needs to be resurfaced; and

WHEREAS, Gay Avenue between Capitol Avenue and White Road 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 Capitol Avenue between McKee Road and 220
Feet North of Ohlone Drive, DiSalvo Avenue between Forest
Avenue and Stevens Creek Boulevard, and Gay Avenue between
Capitol Avenue and White Road, 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".

Two originally signed copies (1 pink tagged for return) picked up by Sharon Pardon, City Clerk's office,
City of San Jose for processing by the City. 2/23/89 ej
"Pink-tagged original returned and copies sent to Controller (1) and T/A Road Operations (2). 8/4/89 ey

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 90.06% by CITY and 9.94% by COUNTY. CITY'S share of the PROJECT cost has been estimated to be \$396,816. COUNTY'S share of the PROJECT cost has been estimated to be \$51,684 including administrative costs estimated to be Eighteen percent (18%) 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 \$51,684 with CITY within 30 days of issuance of the statement, or upon award of contract by CITY whichever first occurs.
 - a. Upon completion of PROJECT, CITY shall determine the actual cost and advise COUNTY of COUNTY'S share of the cost based on the contract unit costs of items constructed in COUNTY'S jurisdictional boundaries.
 - b. COUNTY'S share of the 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 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. This Agreement is not intended to change any jurisdiction between CITY and COUNTY with regards to maintenance operation or repair responsibility.

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 or by the contractor awarded the "CITY CONTRACT" under or in connection with any work, authority or jurisdiction delegated to COUNTY or to the contractor awarded the "CITY CONTRACT" 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.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

Kimberly A. Marlow
Deputy City Attorney

By: Andrea Membreno
Andrea Membreno City Clerk

MAR 23 1989

APPROVED AS TO FORM AND LEGALITY:

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

Harriet Stearns
Santa Clara County Counsel

By: Zoe Lofgren
Chairperson, Board of Supervisors
ZOE LOFGREN

ATTEST:

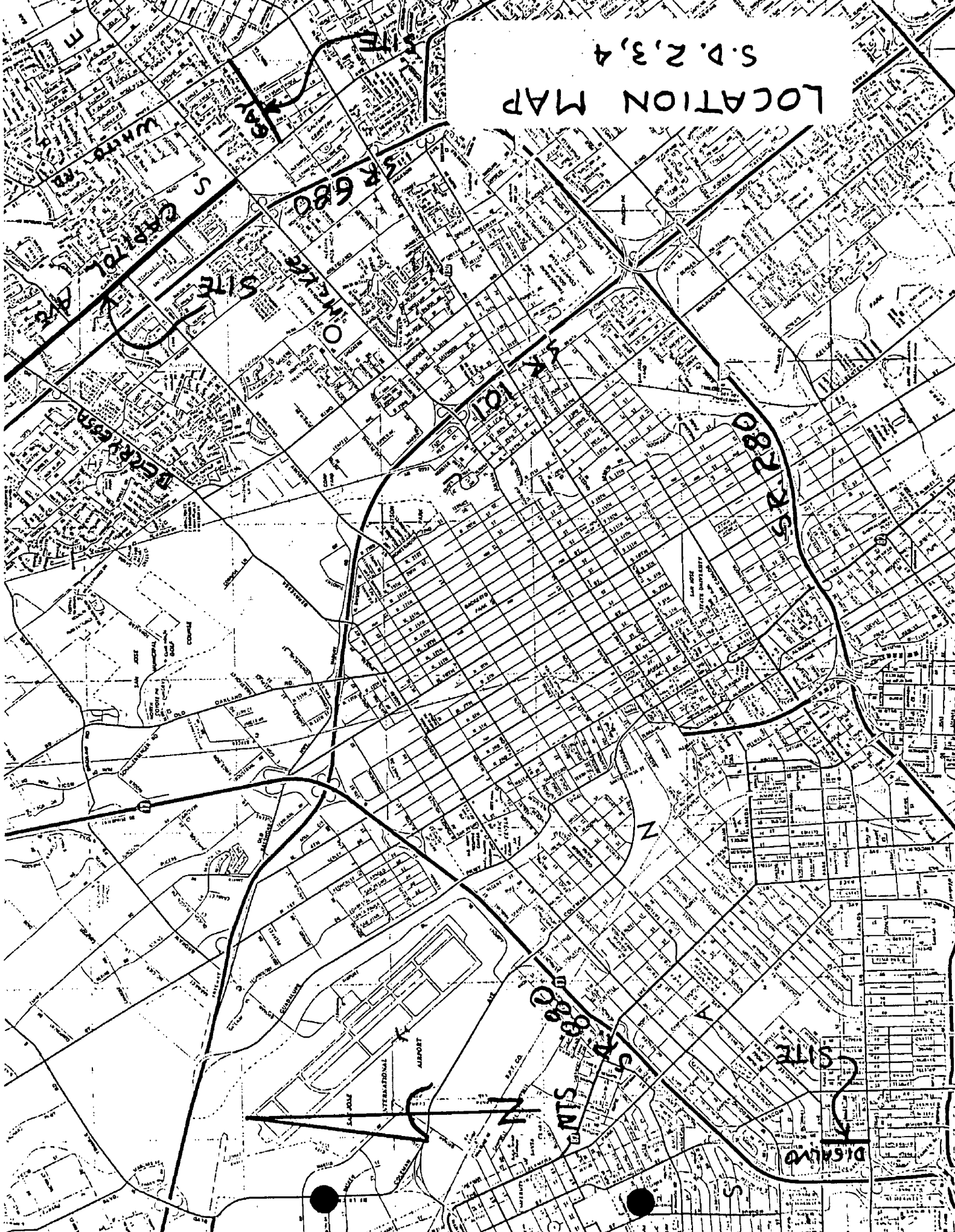
Phyllis A. Perez
Assistant Clerk
of the Board of
Supervisors

Phyllis Perez
Donald M. Rains, Clerk
Board of Supervisors

0354Y8/AGREEMENT 4

LOCATION MAP

S.D. 2, 3, 4



**THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE**

No.

Job No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE August 3, 1989

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

(Item 9) December 13, 1989

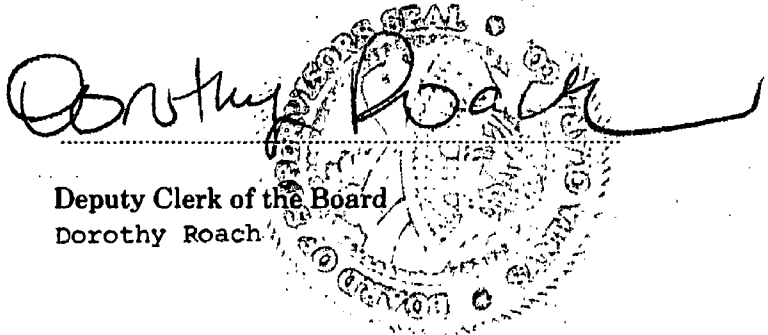
Project to be charged Resurfacing of portions of Capitol Avenue,
DiSalvo Avenue and Gay Avenue

for the amount of \$ 51,684 (estimated)

Contractor City of San Jose

Completion Date (see attached agreement)

Budget Item (For Controller's use)


Deputy Clerk of the Board
Dorothy Roach

WHITE ---- Controller
CANARY - File
PINK ----- Originating Department -- ~~XXXXXXXXXX~~ Transportation Agency, Road Operations
GOLD. ROD

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
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

February 23, 1989

Andrea Membreno, City Clerk
City of San Jose
801 N. First Street
San Jose, CA 95110

Dear Mrs. Membreno:

SUBJECT: AGREEMENT WITH CITY OF SAN JOSE RELATING TO RESURFACING OF
PORTIONS OF CAPITOL AVENUE, DI SALVO AVENUE AND GAY AVENUE

Enclosed you will find two 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 December 13, 1988, authorized the execution of this Agreement on behalf of the County.

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

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK


Erline Jones
Deputy Clerk

DMR:ej

Enclosures

cc: Transportation Agency-Roads Operations

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

*This set was
apparently lost after
having been received in
Mr. Dewell's office*

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

December 22, 1988

City of San Jose
Department of Public Works
Attn: Mr. Kent Dewell
801 North First Street
San Jose, CA 95110

Dear Mr. Dewell:

SUBJECT: AGREEMENT WITH CITY OF SAN JOSE RELATING TO RESURFACING OF
PORTIONS OF CAPITOL AVENUE, DISALVO AVENUE AND GAY AVENUE

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

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK

gw
Gail Wess
Deputy Clerk

DMR:gw

Enclosures

cc: Transportation Agency - Roads Operations



CITY OF SAN JOSÉ, CALIFORNIA

804 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4424

CITY CLERK

March 28, 1989

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

RE: AGREEMENT FOR THE RESURFACING OF SEVERAL STREETS

Enclosed for your records is a copy of the above-referenced agreement which was approved by the City Council of the City of San Jose on December 13, 1988.

Andrea Membreño
City Clerk

By: Sharon K. Pardun
Staff Analyst
Legal Support Division

Enclosure

89 MAR 29 P 2: 33

RECEIVED
BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

California

VA-2

TRANSMITTAL MEMORANDUM



Prepared by Bill Kinaman

Page 1 of 2

S.D. 2,3, & 4

Reviewed by Alan V. Jones

Submitted by R. M. Shields

DATE: November 7, 1988

APPROVED: DIRECTOR [Signature]

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date November 22, 1988 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

RS

FROM: R. M. Shields, Deputy Director, Roads Operations

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 Fifty-one Thousand Six Hundred and Eighty-four dollars (\$51,684). The estimate is based on the portions of Capitol Avenue, DiSalvo Avenue and Gay Avenue 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 Capitol Avenue between McKee Road and 220 feet north of Ohlone Drive, and DiSalvo Avenue between Forest Avenue and Stevens Creek Boulevard, and Gay Avenue between Capitol Avenue and White Road.

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.

APPROVED BY THE BOARD OF SUPERVISORS OF SANTA CLARA COUNTY DEC 13 1988

DONALD M. RAINS, Clerk of the Board

By [Signature] Deputy Clerk

Approved copy to Transportation Agency, Road Operations - 8/4/89 ey

ORIGINAL

DATE: November 7, 1988

COUNTY BOARD OF SUPERVISORS AGENDA DATE: November 22, 1988

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

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

BACKGROUND:

Capitol Avenue is a major four-lane arterial between San Jose and Milpitas. The majority of the road lies in City jurisdiction but serves a large County residential area in the northeast valley.

DiSalvo Avenue is a major connector street between Stevens Creek Blvd. and Forest Avenue. This is a main traffic tie between State Route 880 and 280 to O'Connor Hospital.

Gay Avenue is a two-lane urban road between Capitol Avenue and White Road, serving schools and residential areas.

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.

WPRK01
Attachments: Agreement/Location Map

cc: LM
SAB
JAR
DM
AVJ/WLK

