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AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR PAYMENT
OF COSTS FOR THE RESURFACING OF PORTIONS
OF STEVENS CREEK BOULEVARD, PEARL AVENUE,
MERIDIAN AVENUE AND HAMILTON AVENUE.

THIS AGREEMENT, made and entered into this 4th day of
June, 1976, 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, County and City wish to improve Stevens Creek Boulevard
between Route 17 and Bascom Avenue; Pearl Avenue between Branham Lane
and Capitol Expressway; Meridian Avenue between Hamilton Avenue and 350
feet south of Fruitdale Avenue; and Hamilton Avenue between Meridian
and 540 feet east of Meridian Avenue; and

WHEREAS, the materials used for resurfacing the abovementioned
portions of the abovementioned streets will be placed approximately
27.7 percent within the unincorporated territory of County and approxi-
mately 72.3 percent within the limits of City, and City and County wish
to provide for the payment of their respective shares of the costs of
resurfacing the said portions of said streets (hereinafter referred to
as "said project"); and

WHEREAS, it is in the best interest of orderly and economic con-
struction practices to complete said project through joint action of
the City and County and under a single construction contract awarded
and administered by the City.

NOW, THEREFORE, for and in consideration of their mutual promises,
covenants and agreements hereinafter set forth, and subject to the
terms, provisions and conditions hereinafter set forth, the parties
hereto do agree as follows:

NOTICE ©2576
Please return this document to the Board
of Supervisors, Santa Clara County, Rm.
524, 70 W. Hedding St., San Jose, Calif.
95110. We shall provide County depart-
ments involved with conformed copies.
Thank you. Clerk, Board of Supervisors

MAY 11, 1976

1. Preparation of Plans and Specifications/Bid Approval. City shall prepare plans and specifications for said project and submit copies of said plans and specifications to County for approval thereof. Upon approval by County, City shall advertise said project for bid. County shall review all bids and City shall not award a contract until County has approved the bids. County reserves the right to reject all bids.

2. Exercise of Powers. Upon award of a bid, City shall supervise the work to completion. In the exercise of this joint powers agreement, City shall be the administering agency and, as such, shall possess all powers common to both City and County which may be necessary to effectuate the purpose of this agreement, subject only to the manner of exercise of such powers provided herein and the restrictions imposed by law upon City in the exercise of such powers.

3. Construction Costs. Within thirty (30) days after approval by County of the plans and specifications for said project, County shall pay to City a total sum of Sixty Four Thousand Eight Hundred Dollars (\$64,800.00), which is the amount presently estimated by City to be the combined total construction cost of the portions of said project within the unincorporated territory of County. As used in this agreement, the term "construction cost" shall mean the total of all costs incurred and expenditures made by City in connection with constructing said project, including engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of extra work and materials in connection with such work authorized by City, and cost of all materials not included in the contract price of said construction contract expended on said project.

4. Insurance. City 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 the construction of said project, and until said project is accepted by City, public liability and property damage insurance, in forms and limits of liability satisfactory and acceptable to both City and County, insuring their

respective officers and employees 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 if City or County or their respective officers or employees have other insurance against a loss covered by such policy, that other insurance shall be excess insurance only. Said policy shall contain cross liability and severability clauses.

5. Final Accounting. Upon completion of said project, City shall submit to the County a final accounting of the total construction cost.

In the event the final accounting shows that the estimate of 27.7% as land attributable to County is too low or that the amount advanced by County under paragraph 3 hereof is therefore or otherwise, insufficient to constitute full payment for County's share as determined by the final accounting, County shall pay to City the difference within sixty (60) days from receipt of said final accounting.

In the event the final accounting shows that the estimate of 27.7% as land attributable to County is too high, or that the amount advanced by County under paragraph 3 hereof is therefore or otherwise in excess of full payment for County's share as determined by the final accounting, City shall return to County the difference within sixty (60) days from receipt by County of the final accounting.

Notwithstanding paragraph 3 or anything else in this paragraph 5, County shall not be obligated to pay any sum in excess of Seventy-two Thousand Dollars (\$72,000.00).

6. Records and Accounts. City shall keep, maintain and render available for inspection by County or its authorized representative, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by City on construction of said project.

7. Annexation. In the event any portions of the area within the limits of said project is annexed to City before the date of approval of said plans and specifications by County, County's share of the total construction cost shall be reduced in proportion to the amount of territory annexed.

8. Termination. This agreement shall terminate on December 31, 1976, if City has not awarded a contract for construction of said project prior to said date. In the event of such termination, City shall refund to County all sums advanced under Paragraph 3 of this agreement.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

APPROVED AS TO FORM:

Nancy L. Parent
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By James H. Hayes
Mayor
"City"

ATTEST:

FRANCIS L. GREINER
By Francis L. Greiner Deputy
City Clerk

APPROVED AS TO FORM:

Gerald Thompson
County Counsel

COUNTY OF SANTA CLARA, a political subdivision

By John M. Rains
Chairman, Board of Supervisors
"County"

ATTEST:

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



CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4000

June 4, 1976

County of Santa Clara
c/o Board of Supervisors, Rm. 524
70 W. Hedding Street
San Jose, CA 95110

Enclosed for your files is an executed copy of the agreement for payment of costs for the resurfacing of portions of Stevens Creek Blvd., Pearl Avenue, Meridian Avenue and Hamilton Avenue with the City of San Jose.


Colleen Jensen
Enclosure



1971 JUN 9

County of Santa Clara
State of California
Superior Court
In and for the County of Santa Clara

Plaintiff: [Illegible Name]
vs.
Defendant: [Illegible Name]

[Illegible Signature]

JARRO DE SANTIAGO
RECORDERS
JUN 9 1 57 PM '76
COUNTY OF
SANTA CLARA

May 12, 1976

Mrs. Janet Gray Hayes, Mayor
City of San Jose
801 North First Street
San Jose, California 95110

Subject: Agreement with the City of San Jose for
Payment of Costs for Resurfacing Portions
of Stevens Creek Boulevard, Pearl Avenue,
Meridian Avenue and Hamilton Avenue

Dear Mayor Hayes:

Enclosed you will find three executed counterparts of
an agreement between the County of Santa Clara and the
City of San Jose. The Board of Supervisors at its
regularly scheduled meeting on May 11, 1976 authorized
execution of this agreement on behalf of the County.

After execution of all copies, we would appreciate
your returning the copy so designated to this office.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By *DR*
Deputy Clerk

DMR:icd
Enclosures
cc: Roads Operations, Transportation Agency

Item 4

No.

Job No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE May 12, 1976

Agreement

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

..... May 11, 1976

Project to be charged Roads Operations, Transportation Agency
Road Maintenance Fund

For the amount of \$ See Agreement Attached

Contractor City of San Jose, 801 N. 1st St., San Jose 95110

Completion Date See Agreement Attached

Budget Item *(for Controller's use)*

Donald M. Rains/ic

**DONALD M. RAINS/ic
Clerk of the Board**

WHITE ---- CONTROLLER
CANARY -- FILE
PINK ---- PUBLIC WORKS
GOLD. ROD PUBLIC WORKS



TRANSMITTAL MEMORANDUM

S.D. 1, 2, 4

max

Page 1 of 1

DATE: April 27, 1976

FOR: BOARD OF SUPERVISORS AGENDA OF May 10, 1976

FROM: SHIELDS, ROADS OPERATIONS, TRANSPORTATION AGENCY

TITLE: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR PAYMENT OF COSTS FOR THE RESURFACING OF PORTIONS OF STEVENS CREEK BLVD., PEARL AVENUE, MERIDIAN AVENUE AND HAMILTON AVENUE

DESCRIPTION:

The attached Agreement provides for the City of San Jose to administer a contract for the resurfacing of portions of Stevens Creek Boulevard, Pearl Avenue, Meridian Avenue and Hamilton Avenue. The terms of the Agreement require the County of Santa Clara to reimburse the City of San Jose for the resurfacing work done on the unincorporated portions of these roadways.

The estimated County cost for this work is \$64,800.

Road maintenance funds are available to cover this cost.

Approval is recommended.

Three executed copies are to be returned for City of San Jose approval.

RMS:hn
Attachment

cc: Gerald J. Thompson, Assistant County Counsel

TRANSMITTED FOR AGENDA OF

WJ 5/10/76

RS

APPROVED: JAMES POPT *JP*

HOWARD CAMPEN COUNTY EXECUTIVE OFFICE

AGENDA DATA: DATE: _____

BOARD ACTION: _____

ITEM NO: _____

MAY 10 1976