

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF

This FIRST AMENDMENT TO AGREEMENT, made and entered into this 16<sup>th</sup> day of May, 1979, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter "City,"), and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter "County");

W I T N E S S E T H

RECITALS.

WHEREAS, on December 11, 1978, City and County entered into an agreement entitled, "Agreement Between the City of San Jose and the County of Santa Clara for Installation of Traffic Control Signals and Traffic Signal Modifications at (7) Locations, and for the Sharing of Certain Costs Thereof," hereinafter referred to as "Original Agreement".

WHEREAS, City and County desire to amend said original agreement by increasing the Maximum County Participation.

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

1. Paragraph 7, page 2, of said original agreement shall be amended to read as follows:

7. Maximum County Participation. County's share of construction costs shall not exceed \$374,800.00 for combined projects A through H.

2. Save and accept as hereinabove provided, all of the remaining covenants, terms and provisions hereinabove mentioned of said original agreement shall remain in full force and effect.

1 signed and 2 conf. cpys. to City of San Jose; 2 conf. cpys. to Finance(w/Form 3128), Transportation Development

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

*Robert R. Cimino*  
ROBERT R. CIMINO  
DEPUTY CITY ATTORNEY

By *J. Hayes* Mayor  
"City"

ATTEST: Francis L. Greiner

FRANCIS L. GREINER  
By *Fannie Perkins* Deputy  
City Clerk

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

APPROVED AS TO FORM:

*Alvin J. Baker*  
ASST. County Counsel  
3-14-79

APR 2 1979

By *Don L...*  
Chairperson, Board of Supervisors

"  
"County"

ATTEST:

*Donald M. Rains*  
DONALD M. RAINS, Clerk  
Board of Supervisors

County of Santa Clara  
California

Office of the Board of Supervisors  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
299-4321 Area Code 408

Sig Sanchez, District 1  
Dominic L. Cortese, District 2  
Dan Mc Corquodale, District 3  
Rodney J. Diridon, District 4  
Geraldine F. Steinberg, District 5

April 4, 1979

Mr. Ed Louis  
Department of Public Works  
City of San Jose  
801 North First Street, Room 340  
San Jose, CA 95110

Subject: Agreement with City of San Jose  
for Installation of Traffic Control Signals  
and Traffic Signal Modifications at 7 Locations

Dear Mr. Louis:

Enclosed you will find an original and three copies of an agreement between the County of Santa Clara and the parties named above. The Board of Supervisors at its regularly scheduled meeting on April 2, 1979 authorized execution of this agreement on behalf of the County.

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

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

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

DMR:  
Encls. <sup>as</sup>

No. ....

Job No. ....

Change Order No. ....

#15, 4/2/79

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE April 4, 1979

**Amendment to Agreement**

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

April 2, 1979

Project to be charged See Attachment

For the amount of \$ See Attachment

Contractor See Attachment

Completion Date See Attachment

Budget Item .....(for Controller's use)

*Donald M. Rains / 1979*

Donald M. Rains  
Clerk of the Board

WHITE ---- CONTROLLER  
CANARY -- FILE  
~~TRK~~  
~~GOLD-ROD~~

California



TRANSMITTAL MEMORANDUM

S.D. 2 6 4

Page 1 of 2

DATE: March 21, 1979

COUNTY BOARD OF SUPERVISORS: Agenda Date April 9, 1979 Item No. \_\_\_\_\_

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

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

FROM: LM LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: FIRST AMENDMENT TO THE COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS

Recommended Action

Board of Supervisors' approval of the first amendment to the cost sharing agreement between the City of San Jose and the County of Santa Clara for installation of traffic control signals and traffic signal modifications at (7) locations.

This amendment increases the maximum County participation in this project from \$274,800.00 to \$374,800.00. The total project cost is estimated to be \$750,000.00.

Sufficient funds have been included in the current County Budget Account Number 893-162 (Highway Signals) and Account Number 170-496 (Transit) to provide for the County's share of project costs. County funds are to be obtained from these account numbers on a 50/50 basis. A prepayment of \$230,600.00 has already been made to the City under the terms of the original agreement (attached).

Reason for Recommendation

Traffic signal installation and/or modification at the specified locations have been warranted by the City for these joint jurisdiction intersections. This project is high on the City's priority list and provides the means of improving County Transit's efficiency by utilizing "OPTICOM" on this heavily traveled bus corridor.

Background

The original agreement was approved by the County Board of Supervisors on December 11, 1978 (Agenda Item M-13) and provided for the sharing of

APPROVED: DIRECTOR [Signature]  
COUNTY EXECUTIVE \_\_\_\_\_

DATE: March 21, 1979

COUNTY BOARD OF SUPERVISORS AGENDA DATE: April 9, 1979

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: FIRST AMENDMENT TO THE COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS

costs attributable to the City of San Jose administered FAU Project No. M-3047(16) for the installation/modification of traffic signals on Stevens Creek Blvd. - West San Carlos Street at the intersections of Bellerose, Bascom, Leland, Leigh, Meridian, Race and Lincoln; included will be the installation of "OPTICOM" bus priority equipment at all seven intersections for serving arterial bus routes 18, 23, 24 and 85 on Stevens Creek - West San Carlos.

Three bids for the construction contract portion of this project, which does not include controllers, OPTICOM equipment, engineering and inspection costs, were opened by the City of San Jose on February 20, 1979. The low bid of \$403,403.00 was 36% over the Engineer's estimate of \$296,539.00.

The City of San Jose is currently requesting concurrence of their recommendation to award from FHWA and the County (see attached letter A. R. Turturici to James Graebner dated February 28, 1979, subject: bid award, traffic signal unit 77A). Transportation Development concurs with the City of San Jose that the construction contract be awarded.

Consequences of Negative Action

The City would drop the project or rebid it at a later date with no assurance that lower bids would be received.

Steps following Approval

Approval of subject amendment by the City of San Jose.

City award (subject to FHWA approval) and administer project construction contracts.

City furnish project(s) final accounting to County and adjust costs accordingly.

LM:RJM:vlt

attachments





# CITY OF SAN JOSE, CALIFORNIA

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

CITY CLERK

May 18, 1979

County of Santa Clara  
70 W. Hedding Street  
San Jose, California, 95110

ATTENTION: CLERK OF THE BOARD OF SUPERVISORS

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF S.J. & THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF and AGREEMENT BETWEEN THE CITY OF SAN JOSE & THE COUNTY OF S.C. TO PROVIDE FOR THE STRIPING OF DESIGNATED CITY STREETS BY THE COUNTY AND FOR THE STRIPING OF DESIGNATED COUNTY HIGHWAYS BY THE CITY

Attached for your files is/are 1 executed copy/copies of each of the above-mentioned Agreements which were approved by the Council of the City of San Jose on May 15, 1979.

*Sammie Perkins*

Sammie Perkins  
Deputy City Clerk

Enclosures

RECEIVED  
SUPERVISORS  
MAY 21 1 58 PM '79  
COUNTY OF  
SANTA CLARA



# CITY OF SAN JOSE, CALIFORNIA

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

DEPARTMENT OF PUBLIC WORKS

February 28, 1979

Mr. James Graebner, Director  
SANTA CLARA COUNTY TRANSIT DISTRICT  
1555 Berger Drive  
San Jose, CA 95112

Attention: Mr. Ray Miser

Dear Mr. Graebner:

SUBJECT: Bid Award, Traffic Signal Unit 77A

Bids for Traffic Signal Unit 77A were opened in the City Clerk's Office on February 20, 1979 at 3 p.m.

Your concurrence is requested in our recommendation to award this contract to C.V.E., Inc., on the basis of their low bid of \$403,403, which is 36 percent over the Engineer's Estimate of \$296,539.

Although the low bidder is 36 percent over the Engineer's Estimate, we feel the Engineer's Estimate is unrealistically low, inasmuch as this is a carryover project from the 1977-78 fiscal year and the original estimate was not revised to reflect the inflationary trend in wage and material prices. Moreover, this is a major signal modification job at seven intersections where labor costs are difficult to estimate. We feel that a more correct Engineer's Estimate would be \$359,295. *now = 380,000 by phone*

We are of the opinion that re-advertising this project would result in even higher prices. This opinion is based on the heavy workload in the electrical contracting industry and the highly specialized work involved in installing traffic signals.

Copies of the Summary of Bids are enclosed.

Very truly yours,

*A. R. Turturici*  
A. R. TURTURICI  
Director of Public Works

DKD:EBL:mb

Attachments



AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF.

AGREEMENT, made and entered into this        day of       DEC 11 1978      , 1978, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter called "City") and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, it is in the public interest that certain traffic control signals and intersection improvements be constructed and that 3M Company "Opticon" equipment be furnished and installed at the following locations:

- A. Race Street and San Carlos Street, which is seventy-five percent (75%) in the County and twenty-five percent (25%) in the City (hereinafter referred to as "Project A").
- B. Lincoln Avenue and San Carlos Street, which is eighty-seven and one-half percent (87.5%) in the County and twelve and one-half percent (12.5%) in the City (hereinafter referred to as "Project B").
- C. Meridian Avenue and San Carlos Street which is seventy-five percent (75%) in the County and twenty-five percent (25%) in the City (hereinafter referred to as "Project C").
- D. Shasta-Leigh and San Carlos Street, which is twelve and one-half percent (12.5%) in the County and eighty-seven and one-half percent (87.5%) in the City (hereinafter referred to as "Project D").
- E. Leland-Wabash and San Carlos Street, which is twelve and one-half percent (12.5%) in the County and eighty-seven and one-half percent (87.5%) in the City (hereinafter referred to as "Project E").
- F. Bellrose-McArthur and San Carlos Street, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project F").
- G. Bascom and San Carlos, which is zero percent (0%) in the County and one-hundred percent (100%) in the City (hereinafter referred to as "Project G").

WHEREAS, it is in the best interest of orderly and economic construction practices to complete said projects under an agreement between County and City, providing for a construction contract or contracts for said projects to be awarded and administered by City.

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

1. Scope of Projects. The scope of said projects consists of the necessary channelization, installation/modification of traffic signals and furnishing and installing 3M Company "Opticon" equipment at the said intersections. For purposes of this agreement, the furnishing and installing of 3M Company "Opticon" equipment will be hereinafter referred to as "Project H".

2. Public Hearings and Environmental Statements. City shall conduct all public hearings and shall prepare all environmental statements that may be required for the said projects by existing legislation.
3. Plans, Specifications and Estimates. City shall prepare or cause to be prepared, separate plans, specifications and estimates for each said Project(s) and shall submit said plans, specifications and estimates to County for County's approval.
4. Sharing of Costs. County agrees to pay for a portion of the total construction costs of each of said projects as follows:

Project A	75%	Project E	12.5%
Project B	87.5%	Project F	25%
Project C	75%	Project G	0%
Project D	12.5%	Project H	100%

It is contemplated that Federal Aid Urban (FAU) funds will become available for the construction of the project, and it is understood and agreed that County FAU funds received by City, as the administering agency for construction of said projects, will be returned to County within thirty (30) days of receipt of said funds by City.

5. Prepayment. Upon approval of plans and specifications by County of a particular project, County shall pay to City its estimated share of the construction cost. The County estimated share of each project is as follows:

	<u>County</u> <u>Estimated Share</u>
Project A	\$ 55,900
Project B	44,900
Project C	51,600
Project D	7,100
Project E	6,500
Project F	9,600
Project G	0
Project H	<u>55,000</u>
<b>Total</b>	<b>\$ 230,600</b>

It is understood that the prepayment received from the County by City as the administering agency for construction of said projects, less the County's actual matching share determined upon final accounting will be refunded to County by City.

6. Award of Contract. After County has approved the separate plans and specifications for a particular project, City shall subject to the provisions of paragraphs 7, 14, 16 and 17 hereof, advertise for bids for construction of said project, award a separate contract therefor, and supervise the construction thereof to completion. It is understood that each of the projects mentioned herein may be included within construction contracts embracing additional work to which County may not be contributing.
7. Maximum County Participation. County's share of construction costs shall not exceed the amounts shown for said projects as follows:

Project A	\$ 65,000	Project E	\$ 7,800
Project B	54,000	Project F	11,500
Project C	62,000	Project G	0
Project D	8,500	Project H	66,000

In the instance the County's share of construction costs should exceed the said amounts, the City shall notify the County and request County Board of Supervisors authorization for additional County participation for each particular project.

8. Liability Insurance. City agrees to require any contractor engaged to perform any of said projects to take out and maintain in full force and effect, during the construction of any project, for which he is so engaged and until the acceptance of said project by City, a policy of public liability and property damage insurance insuring City, its officers and employees, and County, its officers and employees from and against any loss, cost or expense arising out of or in any way connected with the construction of said project. The terms, provisions and conditions of such policy shall be those which City normally requires in connection with the type of construction contemplated for said project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insured on such policy.
9. Construction Costs. As used in this agreement the term "construction costs of a project" shall mean the sum total of all construction costs and expenditures made by City and County in connection with a particular project, excluding land acquisition costs and including, but not limited to, engineering costs and expenses, costs and expenses of preparation of plans and specifications, costs and expenses for inspection, publication, advertising and printing, that portion of the costs of the construction contract awarded by City which is allocable to the construction of said project.
10. Final Accounting. Upon completion of a particular project, City shall pay the final construction costs of said project and shall prepare and furnish to County a final accounting of the total costs of said project. Said accounting shall show the final construction costs of said project in its entirety.
11. Adjustment of Costs. It is mutually understood and agreed that upon completion of the project and final allocation of costs as provided for herein, and upon receipt thereof by City of FAU funds for the project, the City shall, within 30 days from its receipt of FAU funds reimburse the County its FAU funds.
12. Maintenance. Upon completion of a particular project, said project shall be operated and maintained by the City. The operation and maintenance costs for said project shall be apportioned between City and County according to the percentage within each jurisdiction, pursuant to existing operation and maintenance agreement, or, if none exist, then according to the percentage in this present agreement.
13. Annexation. In the event any portion of the area within the limits of a particular project is annexed to San Jose before date of advertising of said project by City, County's share of the "total construction costs" shall be decreased in proportion to the extent of said project lying within the territory annexed.
14. Administering Agent. In the exercise of this agreement, San Jose 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. County hereby gives extraterritorial powers to City for that land project located within County.
15. Hold Harmless. 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 Government Code Section 895.4, City shall fully 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 under or in connection with any work, authority or jurisdiction delegated to 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 or in connection with any work, authority or jurisdiction delegated to County under this agreement.
16. Termination. In the event that a contract for the construction of a particular project is not awarded prior to June 30, 1980, the terms of this contract shall be void with respect to said project, and any sums paid by County to City, pursuant to paragraph 5 herein, with respect to said project shall be forthwith refunded, except that City's accrued costs for said project, if any, shall be deducted from such sum to be refunded to County according to the respective sharing of costs as provided in paragraph 4.
17. Deletion of Projects. If a particular project does not obtain FAU funds for construction costs, said project may be deleted from this agreement at the option of either City or County, and in such instance, City and County shall share the actual accrued costs up to the date of deletion of said project according to the respective sharing of costs as provided in paragraph 4.
18. Acquisition of Property. It is understood and agreed that the project is totally within existing right of way and no property acquisition or dedication is necessary.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as

of DEC 21 1978.

ATTEST: Francis L. Greiner

FRANCIS L. GREINER

Jennie Perkins Deputy

"CITY"  
CITY OF SAN JOSE, a municipal corporation

By

J. Hayes  
Mayor

APPROVED AS TO FORM:

Sid Flores

Sid Flores  
Deputy City Attorney

Donald M. Rains

ATTEST: DONALD M. RAINS, Clerk  
Board of Supervisors

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

By

Rod Diridon  
Rod Diridon  
Chairperson  
Board of Supervisors

APPROVED AS TO FORM:

Donald J. Baker

Donald J. Baker, Deputy  
County Counsel

10/24/78

78 12-1978

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF.

AGREEMENT, made and entered into this 21<sup>ST</sup> day of December, 1978, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter called "City") and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter called "County").

W I T N E S S E T H:

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DEC 11 1978

A/c Finance, Transportation Agency

- 2. Public Hearings and Environmental Statements. City shall conduct all public hearings and shall prepare all environmental statements that may be required for the said projects by existing legislation.
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	<u>County Estimated Share</u>
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Project C	51,600
Project D	7,100
Project E	6,500
Project F	9,600
Project G	0
Project H	<u>55,000</u>
Total	\$ 230,600

It is understood that the prepayment received from the County by City as the administering agency for construction of said projects, less the County's actual matching share determined upon final accounting will be refunded to County by City.

- 6. Award of Contract. After County has approved the separate plans and specifications for a particular project, City shall subject to the provisions of paragraphs 7, 14, 16 and 17 hereof, advertise for bids for construction of said project, award a separate contract therefor, and supervise the construction thereof to completion. It is understood that each of the projects mentioned herein may be included within construction contracts embracing additional work to which County may not be contributing.
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In the instance the County's share of construction costs should exceed the said amounts, the City shall notify the County and request County Board of Supervisors authorization for additional County participation for each particular project.

8. Liability Insurance. City agrees to require any contractor engaged to perform any of said projects to take out and maintain in full force and effect, during the construction of any project, for which he is so engaged and until the acceptance of said project by City, a policy of public liability and property damage insurance insuring City, its officers and employees, and County, its officers and employees from and against any loss, cost or expense arising out of or in any way connected with the construction of said project. The terms, provisions and conditions of such policy shall be those which City normally requires in connection with the type of construction contemplated for said project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insured on such policy.
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13. Annexation. In the event any portion of the area within the limits of a particular project is annexed to San Jose before date of advertising of said project by City, County's share of the "total construction costs" shall be decreased in proportion to the extent of said project lying within the territory annexed.
14. Administering Agent. In the exercise of this agreement, San Jose 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. County hereby gives extraterritorial powers to City for that land project located within County.
15. Hold Harmless. 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 Government Code Section 895.4, City shall fully 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 under or in connection with any work, authority or jurisdiction delegated to City under this agreement.



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16. Termination. In the event that a contract for the construction of a particular project is not awarded prior to June 30, 1980, the terms of this contract shall be void with respect to said project, and any sums paid by County to City, pursuant to paragraph 5 herein, with respect to said project shall be forthwith refunded, except that City's accrued costs for said project, if any, shall be deducted from such sum to be refunded to County according to the respective sharing of costs as provided in paragraph 4.
17. Deletion of Projects. If a particular project does not obtain FAU funds for construction costs, said project may be deleted from this agreement at the option of either City or County, and in such instance, City and County shall share the actual accrued costs up to the date of deletion of said project according to the respective sharing of costs as provided in paragraph 4.
18. Acquisition of Property. It is understood and agreed that the project is totally within existing right of way and no property acquisition or dedication is necessary.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as  
of DEC 12 1 1978

ATTEST: Francis L. Greiner

**FRANCIS L. GREINER**  
By Jammie Perkins Deputy

"CITY"  
CITY OF SAN JOSE, a municipal  
corporation

By J. Hayes  
Mayor

APPROVED AS TO FORM:

Sid Flores  
Sid Flores  
Deputy City Attorney

Donald M. Rains

ATTEST: DONALD M. RAINS, Clerk  
Board of Supervisors

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

By Rod Diridon  
Rod Diridon  
Chairperson  
Board of Supervisors

APPROVED AS TO FORM:

Donald J. Baker  
Donald J. Baker, Deputy  
County Counsel

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

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

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

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE 12/11/78

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

\_\_\_\_\_ 12/11 \_\_\_\_\_, 1978

Project to be charged Transportation Agency - Coms Sharing  
Agreement - Traffic Control & Signal Modification

For the amount of \$ See Agreement  
City of San Jose

Contractor 801 N. First St., San Jose 95110

Completion Date See Agreement

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

*Donald M. Rains (clerk)*

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

dgh

WHITE ---- CONTROLLER  
CANARY -- FILE  
PINK ----  
GOLD. ROD Transportation Agency



TRANSMITTAL MEMORANDUM

S.D. 2 & 4

Page 1 of 3

DATE: November 27, 1978

FOR: BOARD OF SUPERVISORS AGENDA OF December 11, 19 78

FROM: *LM* LOU MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS

DESCRIPTION:

Recommended Action

The Board of Supervisors' approval of the attached subject City of San Jose/County of Santa Clara Cost Sharing Agreement which provides for the installation of traffic control signals and traffic signal modifications at 7 locations.

Subsequent approval of the subject agreement by the City of San Jose will provide for the sharing of costs attributable to the City of San Jose administered FAU Project No. M-3047(16) for the installation/modification of traffic signals on Stevens Creek Blvd. - West San Carlos Street at the intersections of Bellerose, Bascom, Leland, Leigh, Meridian, Race and Lincoln; included will be the installation of "OPTICOM" bus priority equipment at all seven intersections for serving arterial bus routes 18, 23, 24 and 85 on Stevens Creek - West San Carlos.

Sufficient funds have been included in the current County Budget Account Number 893-162 (Highway Signals) and Account Number 9170-4486 (Transit) to provide for the County's share of project costs. County funds are to be obtained from these account numbers on a 50/50 basis.

The total estimated project cost breakdown is as follows (regardless of these estimates, the total County share will not exceed \$274,800):

APPROVED: DIRECTOR *JMB*

COUNTY EXECUTIVE \_\_\_\_\_

AGENDA DATA: DATE: \_\_\_\_\_

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

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

\_\_\_\_\_

TRANSMITTAL MEMORANDUM

Page 2 of 3

DATE: November 27, 1978

DATE OF AGENDA: December 11, 1978

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS

<u>Intersection</u>	<u>County</u>	<u>City</u>	<u>Total</u>
A. Race St. & San Carlos St.	\$55,900	\$18,600	\$74,500
B. Lincoln Ave. & San Carlos St.	44,900	6,400	51,300
C. Meridian Ave. & San Carlos St.	51,600	17,200	68,800
D. Shasta/Leigh & San Carlos St.	7,100	49,700	56,800
E. Leland/Wabash & San Carlos St.	6,500	45,500	52,000
F. Bellrose/McArthur & San Carlos St.	9,600	28,800	38,400
G. Bascom Ave. & San Carlos St.	-0-	40,500	40,500
H. Transit Priority Signal Installation	55,000	-0-	55,000
Totals	\$230,600	\$206,700	\$437,300

Reason for Recommendation

Traffic signal installation and/or modification at the specified locations have been warranted by the City for these joint jurisdiction intersections. This project is high on the City's priority list and provides the means of improving County Transit's efficiency on this heavily traveled bus corridor.

Background

The City of San Jose has received FHWA Stage I approval and is proceeding with the preliminary engineering on this project.

The subject agreement was prepared by the City of San Jose and forwarded to the County for execution. This agreement has been "approved as to form" by both the City Attorney and the County Counsel's office.

TRANSMITTAL MEMORANDUM

Page 3 of 3

DATE: November 27, 1978

DATE OF AGENDA: December 11, 1978

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (7) LOCATIONS

Consequences of Negative Action

Federal funds amounting to 83% of the project cost would not be made available, and the project would have to be aborted or funded 100% by the City and County in proportion to each jurisdictional share.

Steps following Approval

Execution of the agreement by the City of San Jose.

The City will award and administer the project construction contract(s).

The City will furnish project(s) final accounting to the County and adjust costs accordingly.

LM:RJM:vlt

attachments

