

AGREEMENT BETWEEN THE CITY OF SANTA CLARA
AND THE COUNTY OF SANTA CLARA FOR THE
RESURFACING OF FOREST AVENUE AND CECIL STREET

THIS AGREEMENT, made and entered into this 28th day of
OCTOBER, 1980, by and between the CITY OF
SANTA CLARA, a municipal corporation of the State of California,
hereinafter referred to as "SANTA CLARA", and the COUNTY OF SANTA
CLARA, a body politic and corporate of the State of California,
hereinafter referred to as "COUNTY":

WITNESSETH:

WHEREAS, in 1981, SANTA CLARA plans to resurface certain public
streets with asphalt concrete together with all work necessary to
complete the resurfacing, all of which said improvements shall be
hereinafter referred to as "PROJECT"; and

WHEREAS, Forest Avenue and Cecil Street are some of the streets
considered for resurfacing; and

WHEREAS, certain portions of Forest Avenue and Cecil Street
lie within the incorporated boundries of SANTA CLARA and other portions
of Forest Avenue and Cecil Street lie within the unincorporated
boundries of the COUNTY; and

WHEREAS, for the best interest of the public, SANTA CLARA and
the COUNTY desire to have said Forest Avenue and Cecil Street
resurfaced in an orderly and economical manner by having certain
portions of said streets included in the PROJECT regardless of
jurisdictional location.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

PROJECT ADMINISTRATION

1. The construction work will be performed by contract. SANTA CLARA
will prepare the plans, specifications and project cost estimate and
will award and administer the contract pursuant to the laws governing
SANTA CLARA. SANTA CLARA will make all payments to contractor, and it
will pay all other costs in connection with the PROJECT.

2 copies of executed agreement to Transportation Department

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

2. No construction contract shall be advertised in advance of execution of this Agreement and approval of the contract plans, specifications and engineer's project cost estimate by both SANTA CLARA and COUNTY.

ARTICLE II

FINANCE

1. The PROJECT is proposed to be financed by SANTA CLARA and the COUNTY. Each party's share of the PROJECT cost will be based on the construction cost of the resurfacing improvements within the party's area of improvement responsibility regardless of jurisdictional location. In addition, the COUNTY will be charged a PROJECT administration fee as provided hereinbelow.

2. The COUNTY'S estimated share of the PROJECT cost, including administration fee, is \$40,000. The COUNTY agrees to deposit \$40,000 with SANTA CLARA on or before January 15, 1981.

3. Upon completion of construction, SANTA CLARA shall determine the actual construction cost and advise the COUNTY of their share of said cost based on the actual items of work construction in their area of improvement responsibility at the respective contract prices. In addition, a PROJECT administration fee of fifteen percent (15%) of the actual construction cost shall be charged to the COUNTY. Said PROJECT administration fee shall include preparation of plans and specifications, inspection, contract administration, and incidental expenses of this PROJECT.

The COUNTY'S final cost of the PROJECT shall be determined within 90 days after the completion and acceptance of the PROJECT by CITY. Should the COUNTY'S final cost exceed the amount deposited with SANTA CLARA, the COUNTY shall pay SANTA CLARA the additional amount within thirty (30) days after billing by SANTA CLARA.

Should the COUNTY'S final cost be less than the amount deposited with SANTA CLARA, SANTA CLARA shall refund the excess amount within 30 days of final accounting by SANTA CLARA.

ARTICLE III

HOLD HARMLESS/INSURANCE

a) Hold Harmless Provision

The CITY shall include a hold harmless provision in the contract which shall read substantially as follows:

"Contractor hereby releases and agrees to protect, defend, hold harmless and indemnify the Public Entities from and against all claims, injury, liability, loss, cost and expense, or damage, however same may be caused, including all costs and reasonable attorney's fees in providing the defense to any claim arising therefrom, for any loss of or damage to property (real and/or personal) and for personal injury to or death of any person or persons arising out of, occurring by reason of, or in any way connected with the prosecution of the work by the Contractor or a subcontractor under this Contract, or in consequence thereof, regardless of any negligence or alleged negligence on the part of any Public Entity employee to the extent that such is not in conflict with Civil Code Section 2782."

b) Insurance

SANTA CLARA 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 SANTA CLARA public liability and property damage insurance holding the designated parties harmless. A contractual liability endorsement substantially in the form of the attached Exhibit "A" and with limits of liability satisfactory and acceptable to both SANTA CLARA and the COUNTY will be required of the Contractor.

The aforementioned insurance shall contain a provision that the insurance afforded thereby to SANTA CLARA and the COUNTY and their respective governing bodies, officers and employees shall be primary insurance to the full limits of liability of the policy, and if

SANTA CLARA and/or the COUNTY have other insurance coverage, that other insurance shall be excess insurance only.

SANTA CLARA shall require the contractor to submit a duly executed contractual liability endorsement substantially in the form of the attached Exhibit "A"

ARTICLE IV
AMENDMENTS

No amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto.

ARTICLE V
RECORDS AND ACCOUNTS

SANTA CLARA shall keep, maintain and render available for inspection by the COUNTY or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by SANTA CLARA on said PROJECT.

ARTICLE VI
TERMINATION

If SANTA CLARA has not awarded a contract for construction of said PROJECT by August 1, 1981, this Agreement shall be null and void, unless an extension of time is mutually agreed to in writing.

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

APPROVED AS TO FORM:

Michael R Downey
Assistant City Attorney

ATTEST:

R. Beland
City Clerk

APPROVED AS TO FORM:

Herbert L Kenton
County Attorney

ATTEST:

County Clerk

CITY OF SANTA CLARA

By: *W. A. Gidda*
Mayor

By: *J. R. V. Raney*
City Manager

COUNTY OF SANTA CLARA

By: *Dan Mc Corquodale*
Chairman

By: *Donald M. Rains*
DONALD M. RAINS Clerk of the Board of Supervisors

CONTRACTUAL LIABILITY ENDORSEMENT
COMBINED SINGLE LIMIT LIABILITY INSURANCE

SEE 4th PARAGRAPH OF THE TERMS AND CONDITIONS OF THE INVITATION FOR BIDS AND PARAGRAPH W OF SECTION 5 OF THE GENERAL PROVISIONS AND ARTICLE II OF THE GENERAL CONDITIONS (ARCHITECTURAL SPECIFICATIONS).

BY THIS ENDORSEMENT TO INSURED'S POLICY, THE UNDERSIGNED INSURER HEREBY EXTENDS COVERAGE AFFORDED NAMED INSURED TO INCLUDE THE LIABILITY ASSUMED BY THE INSURED UNDER THE FOLLOWING INDEMNIFICATION PROVISION CONTAINED IN A CONTRACT IN WRITING BETWEEN THE INSURED AND THE CITY OF SANTA CLARA ENTERED INTO ON _____, CONCERNING WORK TO BE PERFORMED ON _____

"Contractor hereby releases and agrees to protect, defend, hold harmless and indemnify the Public Entities from and against all claims, injury, liability, loss, cost and expense, or damage, however same may be caused, including all costs and reasonable attorney's fees in providing the defense to any claim arising therefrom, for any loss of or damage to property (real and/or personal) and for personal injury to or death of any person or persons arising out of, occurring by reason of, or in any way connected with the prosecution of the work by the Contractor or a subcontractor under this Contract, or in consequence thereof, regardless of any negligence or alleged negligence on the part of any Public Entity employee to the extent that such is not in conflict with Civil Code Section 2782."

AS USED HEREIN, the term "Public Entities" shall include the City of Santa Clara, City of San Jose, and County of Santa Clara, and their respective governing bodies and their respective officers, employees, successors and assigns, and the terms "personal injury" and "injury to a person" or similar terms include death therefrom and are not limited to bodily injury.

The limits of liability afforded under INSURED'S policy, as herein endorsed, shall be:

Combined single limit liability insurance insuring against loss arising from personal injury (as defined herein) and/or property (real and/or personal) damage in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) on account of any one accident or occurrence.

The coverage provided by the undersigned INSURER shall operate as primary insurance. No other insurance or protection from liability effected the Public Entities within the above policy limits, shall be called on to contribute to a loss covered thereunder. The inclusion of the INSURED and the PUBLIC ENTITIES in the same policy shall not defeat coverage in the event liability is incurred between the INSURED and the PUBLIC ENTITIES.

NO CANCELLATION OF THIS POLICY OR MODIFICATION OF THE COVERAGE AFFORDED UNDER THIS ENDORSEMENT SHALL BE EFFECTIVE UNTIL WRITTEN NOTICE HAS BEEN GIVEN AT LEAST SIXTY (60) DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH MODIFICATIONS OR CANCELLATION TO THE CITY OF SANTA CLARA, 1500 WARBURTON AVENUE, SANTA CLARA, CALIFORNIA 95050, ATTENTION: CITY CLERK. IN THE EVENT OF NON-RENEWAL, WRITTEN NOTICE SHALL BE GIVEN AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE EFFECTIVE DATE OF NON-RENEWAL.

SIGNED AND SEALED THIS _____ DAY OF _____, 19_____.

INSURER:

NAME AND SEAL

NAME (and seal if applicable)

By: _____
Business Address of Insurer:

By: _____

APPROVED FOR FORM:

City Attorney

SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC
AND CERTIFICATE OF ACKNOWLEDGEMENT ATTACHED.

WMS

California



TRANSMITTAL MEMORANDUM

S.D. IV

Page 1 of 2

DATE: May 12, 1980

COUNTY BOARD OF SUPERVISORS: Agenda Date June 2, 1980 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: SHIELDS, ROADS OPERATIONS, TRANSPORTATION AGENCY

SUBJECT: AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA FOR THE RESURFACING OF FOREST AVENUE AND CECIL STREET

Recommended Action:

It is recommended that the attached Agreement between the City of Santa Clara and the County of Santa Clara to resurface Forest Avenue between Westridge Drive and Brookside Drive, and Cecil Street between Dorcich Street and Westridge Drive be approved.

The County will pay contract prices, plus a PROJECT administration fee of fifteen percent (15%) for quantities of material placed in areas of County jurisdiction.

The County's estimated share of the Project cost, including administration fee, is forty thousand dollars (\$40,000). Funds are available in road budget account 007C2394, Resurfacing Master Account 2895-FY80-81.

Reasons for Recommendation:

The City of Santa Clara plans to resurface various streets within its corporate limits including Forest Avenue between Westridge Drive and Brookside Drive and Cecil Street between Dorcich Street and Westridge Drive. Portions of these two streets are county jurisdiction which are in need of resurfacing. The agreement permits the work to be accomplished through a single contract under the auspices of the City of Santa Clara and should provide the best project at least cost.

Background:

The need for this improvement was proposed by the City of Santa Clara and verified by County Roads Operations. The County budgets funds for

APPROVED: DIRECTOR [Signature]

COUNTY EXECUTIVE _____

JUN 02 1980

DATE: May 12, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 2, 1980

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF
SANTA CLARA FOR THE RESURFACING OF FOREST AVENUE AND
CECIL STREET

Background: (continued)

resurfacing annually including cooperative projects. The City of Santa Clara will administer this project.

Consequences of Negative Action:

The work within the County would be done on a piece-meal basis within the next year and would not be as cost effective.

Steps Following Approval:

The Agreement will be fully executed by the City of Santa Clara and the terms of the Agreement carried out.

RMS:rlf

Attachments: Agreement from the City of Santa Clara
Location Map

cc: Donald J. Baker, Deputy County Counsel
S. M. Cristofano, Director of Public Works, City of Santa Clara
Donna Mahin, Finance Officer, Admin. Services



THE CITY OF SANTA CLARA CALIFORNIA

ENGINEERING
CITY HALL
1500 WARBURTON AVE.
SANTA CLARA, CA. 95050
(408) 984-3045

November 12, 1980

County of Santa Clara
Board of Supervisors
70 West Hedding Street
San Jose, CA 95110

Attention: Sally Wert, Deputy Clerk

Gentlemen:

Re: Agreement with City of Santa Clara for Resurfacing of Forest Avenue and Cecil Street

Enclosed is one fully executed copy of the referenced Agreement, which was approved by the Santa Clara City Council on October 28, 1980.

Please note that the deposit of \$40,000 shall be due on or before January 15, 1981.

Very truly yours,



S. M. Cristofano
Director of Public Works/City Engineer

SMC:mf
Encl.

cc: City Clerk

RECEIVED
BOARD OF SUPERVISORS
NOV 17 2 23 PM '80
COUNTY OF
SANTA CLARA

**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 McCorquodale, District 3
Rodney J. Diridon, District 4
Geraldine F. Steinberg, District 5

June 5, 1980

City of Santa Clara
Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: S. M. Cristofano
Subject: Agreement with **City of Santa Clara**
for **Resurfacing of Forest Ave and**
Cecil Street

Enclosed you will find an original and fully/ ^{executed} 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 June 3, 1980 authorized execution of this agreement on behalf of the County.

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

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Deputy Clerk

DMR:sw
Encls.

No. _____

Job No. _____

Change Order No. _____

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE June 5, 1980

Agreement

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

June 3, 1980

Project to be charged Resurfacing of Forest Ave & Cecil St.

For the amount of \$ Estimated share - \$40,000 (see Agreement)

Contractor City of Santa Clara

Completion Date August 1, 1981 (see Agreement)

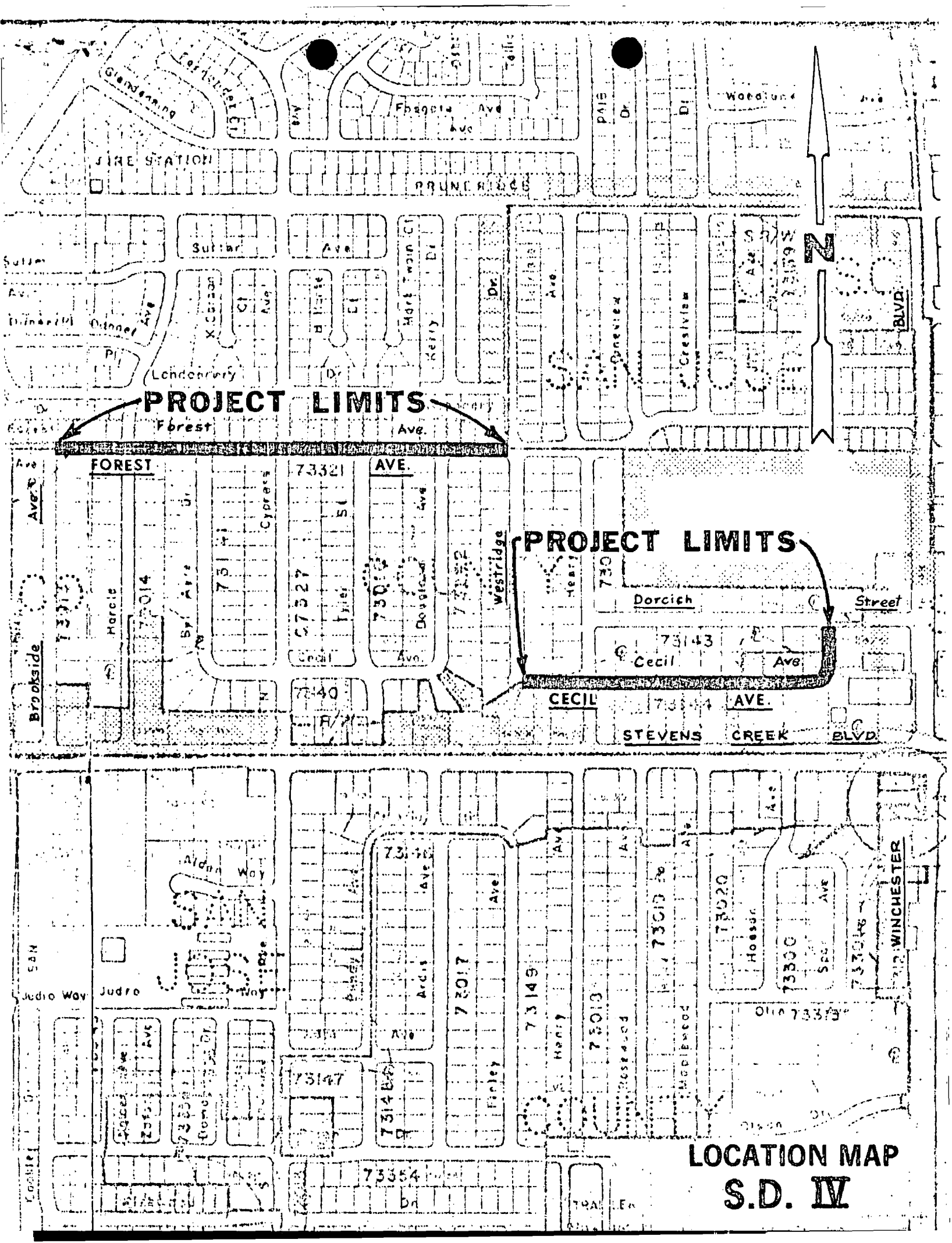
Budget Item _____ (for Controller's use)

Donald M. Rains / s/

DONALD M. RAINS

Clerk of the Board

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



PROJECT LIMITS

PROJECT LIMITS

**LOCATION MAP
S.D. IV**

FIRE STATION

PRUNERIDGE

FOREST

AVE.

CECIL

AVE.

STEVENS CREEK

BLVD.

WINCHESTER

N

Londonberry

Marcie

Dorcish

Cecil

Street

Judro

Aldan Way

73147

73148

73017

73149

73013

73012

73020

73300

73304

73354

Old 73375

73011

73012

73013

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