

SEP 29 1981

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COST SHARING-
WESTMONT AVE
SAN JOSE CITY
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TO QUITO

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
THE COUNTY OF SANTA CLARA FOR COST SHARING
FOR THE EXTENSION OF WESTMONT AVENUE TO
QUITO ROAD, INCLUDING INTERSECTION CONSTRUCTION
AND THE IMPROVEMENT OF QUITO ROAD

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 21st day
of September, 1981, by and between the CITY OF SAN JOSE, a municipal corpora-
tion of the State of California, (hereinafter "CITY"), and the COUNTY OF SANTA
CLARA, a political subdivision in the State of California, (hereinafter
"COUNTY").

WITNESSETH

Whereas, on December 15, 1980, the City and County entered into an agreement
entitled, "Agreement Between the City of San Jose and the County of Santa Clara
for cost sharing for the extension of Westmont Avenue to Quito Road, including
intersection construction, traffic control signal installation and the improvement
of Quito Road," hereinafter referred to as "original agreement"; and

Whereas, City and County desire to amend said original agreement to delete the
traffic control signal installation and improvements to the west side of Quito Road.

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 to amend the original agreement as follows:

I. Item 1, "Scope of Project," is hereby amended to read as follows:

1. SCOPE OF PROJECT. The scope of the project consists of extending Westmont Avenue
from its present west terminus to Quito Road; widening of the east side of Quito Road
approximately 500 ft. north and 250 ft. south of the proposed intersection to provide
for a bicycle lane; engineering and construction inspection by the City; and inspection
of construction inside the County's jurisdiction by the County.

II. Item 4, "Sharing of Costs," is hereby amended to read as follows:

4. SHARING OF COSTS: County agrees to pay 35% of the total project cost. The
County's share of total project costs is estimated to be \$50,000. Upon approval of
plans and specifications by County of said project, County shall pay to City pursuant
to paragraph 5 hereof.

III. Item 5, "Prepayment," is hereby amended to read as follows:

5. PREPAYMENT: Thirty (30) days after bid and upon request by the City, the County
shall pay to City the County's share of the estimated total project cost. The esti-
mated County's share is \$50,000.

*cc: Counsel, Executive, Finance, Assessment, Transportation
A/C: City of San Jose*

IV. Item 9, "Maximum County Share," is hereby amended to read as follows:

9. MAXIMUM COUNTY SHARE: It is mutually agreed that the County's share of the total project costs shall not exceed \$65,000. In the event County's share does exceed said amount, City shall notify County and request the County Board of Supervisors' authorization for additional County participation in said project.

V. Item 11, "Project Costs," is hereby amended to read as follows:

11. PROJECT COSTS: As used in this agreement, the term "total project costs" of said project shall mean the sum total of all construction costs and expenditures made by City and County in connection of said project. Construction costs are for demolition of a certain portion of sidewalk, curb and gutter at the present terminus of Westmont Avenue; construction of a new road section between Westmont Avenue and Quito Road; and construction of widened portions of Quito Road. Expenditures include, but not limited to, costs and expenses for engineering, preparation of plans and specifications, publication, printing and advertising.

VI. Item 15, "Maintenance," is hereby amended to read as follows:

15. MAINTENANCE: City shall operate and maintain said project upon completion. County shall reimburse City for County's proportionate share (37.5%) of the cost of maintenance and operation of the intersection safety lighting. In the event that any portion of the unincorporated area within the limits of this project is annexed by others, the proportionate share of maintenance costs will be determined in the same ratio as the number of approaches to the intersection under such jurisdiction bears to the total number of approaches of said intersection.

VII. Item 17, "Termination," is hereby amended to read as follows:

17. TERMINATION: In the event that a contract for the construction of the project is not awarded prior to December 31, 1982, 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 preliminary and design engineering costs attributable to the County's share of the improvements for said project, if any, shall be deducted from such sum to be refunded to County.

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

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

September 21, 1981.

"CITY"

CITY OF SAN JOSE, a municipal corporation

BY Helen E. Jackson
Helen E. Jackson, City Clerk

APPROVED AS TO FORM:

William C. Burns
Senior Deputy City Attorney

Donald M. Rains
ATTEST: DONALD M. RAINS, Clerk

"COUNTY"

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

By Rod Diridon
Chairperson ~~Rod~~ Diridon
Board of Supervisors

APPROVED AS TO FORM:

Hubert L. Keenan
County Counsel

LR



TRANSMITTAL MEMORANDUM

S.D. 4

Page 1 of 2

DATE: September 2, 1981

COUNTY BOARD OF SUPERVISORS: Agenda Date September 21, 1981 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 AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR COST SHARING FOR THE EXTENSION OF WESTMONT AVENUE TO QUITO ROAD, INCLUDING INTERSECTION CONSTRUCTION AND THE IMPROVEMENT OF QUITO ROAD

Recommended Action

Approval of the attached First Amendment to San Jose/County of Santa Clara Cost Sharing Agreement which provides for the extension of Westmont Avenue to Quito Road, including intersection construction and the improvement of Quito Road.

Sufficient funds have been included in the current County Budget Account Numbers (2888; Bicycle; \$35,000 and 2892; Spot Safety; \$30,000.00) to provide the estimated County's maximum share of the construction cost of \$65,000.00. The total project cost is estimated to be \$140,457.00.

Reasons for Recommendation

Reduce the scope of the project covered by the original agreement and extend the termination date of the original agreement due to the City of Saratoga not participating in the funding of the project which is high on the City of San Jose's priority list (see attachments).

Background

The original agreement for cost sharing on this project was approved by the County Board of Supervisors on their agenda of December 15, 1980.

Subject First Amendment to the cost sharing agreement deletes the planned traffic signal at the intersection and all planned improvements to the west side of Quito Road because the City of Saratoga will not participate in funding the project due to fiscal constraints which reduces the County's maximum share of the construction costs from \$105,000.00 to the \$65,000.00 noted above.

APPROVED: *LM* DIRECTOR _____

COUNTY EXECUTIVE _____

DATE: September 2, 1981

COUNTY BOARD OF SUPERVISORS AGENDA DATE: September 21, 1981

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR COST SHARING FOR THE EXTENSION OF WESTMONT AVENUE TO QUITO ROAD, INCLUDING INTERSECTION CONSTRUCTION AND THE IMPROVEMENT OF QUITO ROAD

The City of San Jose is presently preparing plans and specifications for the project, construction, operation and maintenance of which is to be City of San Jose administered.

Consequences of Negative Action

Improvement of traffic flow and safety at this critical area would not be affected in the near future.

Steps following Approval

The City of San Jose will award and administer the project construction contract and furnish the project final accounting to the County.

LM:RJM:vlt

attachments

cc: Robert Shook, Director of Public Works, City of San Jose



AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR COST SHARING FOR THE EXTENSION OF WESTMONT AVENUE TO QUITO ROAD, INCLUDING INTERSECTION CONSTRUCTION, TRAFFIC CONTROL SIGNAL INSTALLATION AND THE IMPROVEMENT OF QUITO ROAD

THIS AGREEMENT, made and entered into this _____ day of ^{DEC} 15 1980, 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 in the State of California, (hereinafter "COUNTY").

WITNESSETH

WHEREAS, it is in the public interest that Westmont Avenue be extended from its present west terminus to Quito Road, to facilitate traffic entering from and exiting at Quito Road; and

WHEREAS, it is in the public interest that certain traffic control signal be installed at the proposed intersection of Westmont Avenue and Quito Road;

WHEREAS, it is necessary to widen Quito Road immediately north and south of Westmont Avenue to allow bicycle lanes;

WHEREAS, it is in the best interest of orderly and economic construction practice to complete said Westmont Avenue Extension construction, signal installation and Quito Road widening under an agreement between City and County, providing that a construction contract for said project 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 PROJECT. The scope of the project consists of extending Westmont Avenue from its present west terminus to Quito Road, the installation of a traffic control signal at the proposed intersection of Westmont Avenue and Quito Road; widening of Quito Road approximately 500 ft. north and 250 ft. south of the proposed intersection to provide for bicycle lanes; engineering and construction inspection by the City, and inspection of construction inside the County's jurisdiction by the County.

2. PUBLIC HEARINGS AND ENVIRONMENTAL STATEMENTS: City shall conduct all public hearings and shall prepare all environmental statements that may be required for said project by existing legislation.

1 orig. to City of San Jose; 1 cc to County Counsel; 1 cc to Controllers

3. PLANS, SPECIFICATIONS AND ESTIMATES: City shall prepare, or cause to be prepared, plans, specifications and estimates for said project and submit such plans, specifications and estimates to County for County's approval.
4. SHARING OF COSTS: County agrees to pay 35% of the total project cost. The County's share of total project costs is estimated to be \$85,000. Upon approval of plans and specifications by County of said project, County shall pay to City pursuant to paragraph 5 hereof.
5. PREPAYMENT: Thirty (30) days before the advertisement for bids and upon request by the City, the County shall pay to City the County's share of the estimated total project cost. The estimated County's share is \$85,000.
6. ANNEXATION: In the event any portion of the area within the limits of the project is annexed 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.
7. ACQUISITION OF PROPERTY AND ACQUISITION COSTS: City agrees to acquire and to bear all the acquisition costs thereof of all the real property required for said project located within the jurisdiction of the City of San Jose.
8. AWARD OF CONTRACT: After County has approved the project plans and specifications, City shall advertise for bids for construction of the project, award a contract thereof, and supervise the construction to its completion.
9. MAXIMUM COUNTY SHARE: It is mutually agreed that County's share of the total project costs shall not exceed \$105,000. In the event County's share does exceed said amount, City shall notify County and request the County Board of Supervisors' authorization for additional County participation in said project.
10. LIABILITY INSURANCE: City agrees to require any contractor engaged to perform said project to take out and maintain in full force and effect during the construction of said 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, in connection with the construction of said project. The terms, provisions and conditions

of such policy shall be those which the 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.

11. PROJECT COSTS: As used in this agreement, the term "total project costs" of said project shall mean the sum total of all construction costs and expenditures made by City and County in connection of said project. Construction costs are for demolition of a certain portion of sidewalk, curb and gutter at the present terminus of Westmont Avenue; construction of a new road section between Westmont Avenue and Quito Road; construction of widened portions of Quito Road and installation of traffic signal including conduit, wiring, controller and cabinet. Expenditures include, but not limited to, costs and expenses for engineering, preparation of plans and specifications, publication, printing and advertising.

12. FINAL ACCOUNTING: Upon completion of the project, City shall pay the final construction costs of said project and shall prepare and furnish to County a final accounting of the total project costs. Said accounting shall show the total project costs.

13. ADJUSTMENT OF COSTS: Upon completion of the project and final allocation of costs, in the event that County's share of total project costs is less than its initial deposit, reimbursement shall be made to County within 30 days after the final accounting by the City. In the event that County's share exceeds, its initial deposit, County shall pay to City the difference.

14. ADMINISTERING AGENT: In the exercise of this 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 power provided herein and the restrictions imposed by law upon City in the exercise of such powers. County hereby gives extraterritorial powers to City for construction located within County.

15. MAINTENANCE: City shall operate and maintain said project upon completion. County shall reimburse City for County's proportionate share (37.5%) of the cost of maintenance and operation of the traffic signal systems and safety lighting. In the event that any portion of the unincorporated area within the limits of this project is annexed by

others, the proportionate share of maintenance costs will be determined in the same ratio as the number of approaches to the intersection under such jurisdiction bears to the total number of approaches of said intersection.

16. HOLD HARMLESS: It is mutually understood and agreed:

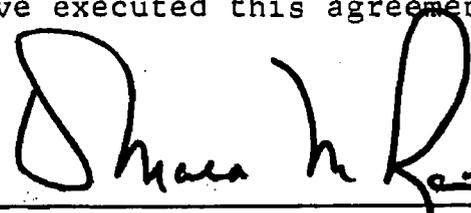
(a) That neither County nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement. It is also understood 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 fully 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 under or in connection with any work, authority or jurisdiction delegated to County under this agreement.

17. TERMINATION: In the event that a contract for the construction of the project is not awarded prior to December 31, 1981, 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 preliminary & design engineering costs attributable to the County's share of the improvements for said project, if any, shall be deducted from such sum to be refunded to County.

18. RECORDS AND ACCOUNTS: City and County shall keep, maintain and render available for inspection by each other or each other's authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by City and County on said project.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of DEC 15 1980, 1980.



ATTEST: DONALD M. RAINS, Clerk

"CITY"

CITY OF SAN JOSE, a municipal Corporation

BY Helen E. Jackson NOV 7 1980
City Clerk Helen E. Jackson
CITY CLERK

APPROVED AS TO FORM:

William W. Burns
Assistant City Attorney
Sr. Deputy

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

[Signature]
By Chairperson
Board of Supervisors
SAN MC CORQUODALE
APPROVED AS TO FORM:

Herbert A. Keaton
County Counsel

RECEIVED
TRANSPORTATION AGENCY

NOV 21 1980

TRANSPORTATION DEV.

WMS

County of Santa Clara

California



TRANSMITTAL MEMORANDUM

S.D. _____

Page 1 of 2

DATE: December 1, 1980

COUNTY BOARD OF SUPERVISORS: Agenda Date December 15, 1980 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: *lm* LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE EXTENSION OF WESTMONT AVENUE TO QUITO ROAD, INCLUDING INTERSECTION CONSTRUCTION, TRAFFIC CONTROL SIGNAL INSTALLATION AND THE IMPROVEMENT OF QUITO ROAD

Recommended Action

Approval of the attached City of San Jose/County of Santa Clara cost sharing agreement which provides for the extension of Westmont Avenue to Quito Road, including intersection construction, traffic control signal installation and the improvement of Quito Road is recommended.

Sufficient funds have been included in the current County budget account numbers (2888; Bicycle; \$35,000.00 and 2892; Spot Safety; \$70,000.00) to provide the estimated County maximum share of the construction cost of \$105,000.00. The total project cost is estimated to be \$300,000.00.

Reason for Recommendation

Improvement of traffic flows and attendant safety features including bicycle lanes and traffic signals are urgently needed in the area covered by this project which is high on the City of San Jose's priority list.

Background

The subject agreement was prepared by and approved by the City of San Jose. It has been "approved as to form" by both the City Attorney and County Counsel.

The City of San Jose is presently preparing plans and specifications for the project, construction, operation and maintenance of which is to be City of San Jose administered.

APPROVED: DIRECTOR *JAB*
COUNTY EXECUTIVE _____

DEC 15 1980 *WJ*

DATE: December 1, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: December 15, 1980

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE EXTENSION OF WESTMONT AVENUE TO QUITO ROAD, INCLUDING INTERSECTION CONSTRUCTION, TRAFFIC CONTROL SIGNAL INSTALLATION AND THE IMPROVEMENT OF QUITO ROAD

Consequences of Negative Action

Improvement of traffic flow and safety at this critical area would not be affected in the near future.

Steps following Approval

The City of San Jose will award and administer the project construction contract, furnish the project final accounting to the County and operate and maintain the traffic signal.

LM:RJM:vlt

attachments



