

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR THE RESURFACING OF
WHITE ROAD FROM ALUM ROCK AVENUE TO MC KEE ROAD

THIS AGREEMENT, made and entered into on the day of , 1985, 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, in Fiscal Year 1984-85, 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, White Road between Alum Rock Avenue and McKee Road in the CITY
needs to be resurfaced; and

WHEREAS, certain portions of White Road between Alum Rock Avenue and McKee
Road lies within the jurisdictional limits of COUNTY; and

WHEREAS, for the best interest of the public, CITY and COUNTY desire to
have said portions of White Road 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 do hereby agree as follows:

AGREEMENT

1. Scope of Work: The scope of the work shall consist of the resurfacing of
White Road from Alum Rock Avenue to McKee Road, under jurisdiction of both
CITY and COUNTY, together with all work necessary to complete the
resurfacing, all of which said improvements shall be hereinafter referred
to as "PROJECT."
2. Plans, Specifications and Estimates: CITY shall prepare, or cause to be
prepared, plans, specifications and estimates for PROJECT and shall submit
said plans, specifications and estimates to COUNTY for COUNTY's approval.

3954W(GM)

ORIGINAL

MAY 28 1985

3. AWARD OF CONTRACT AND CONSTRUCTION: The construction work shall be performed by contract awarded and administered by CITY pursuant to the laws governing CITY.
4. COST SHARING OF PROJECT: The PROJECT is proposed to be funded by CITY and COUNTY. Each party's share shall be prorated on the construction cost of the resurfacing improvements within the respective party's jurisdictional boundaries. CITY's share of the PROJECT cost has been estimated to be \$131,000. COUNTY's share of the PROJECT cost has been estimated to be \$55,000, including administrative costs determined to be fifteen percent (15%) of the construction costs. Said 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 a construction contract for PROJECT. COUNTY agrees to deposit \$55,000 with CITY within 30 days of issuance of said statement and no later than award of contract by CITY.
 - a. Upon completion of PROJECT, CITY shall determine the actual cost and advise COUNTY of COUNTY's share of said cost based on the actual items of work at the respective contract unit costs constructed in COUNTY's jurisdictional boundaries.
 - b. COUNTY'S 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 exceeded amount up to a maximum total of SIXTY THOUSAND FIVE HUNDRED dollars (\$60,500) unless provided for in a subsequent agreement.
 - d. Should COUNTY's final cost be less than the amount deposited with CITY, CITY shall refund the excess deposited 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 White Road between Alum Rock Avenue and McKee Road at present.

7. MUTUAL INDEMNIFICATION:

Hold Harmless: It is mutually understood and agreed:

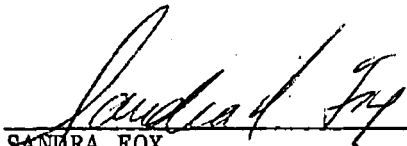
- a) That neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood 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 this Agreement.
- c. 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 construction of said PROJECT and until said PROJECT is accepted by CITY, public liability and property damage insurance in forms and limits of liability and 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 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 that if CITY or COUNTY, or their respective officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

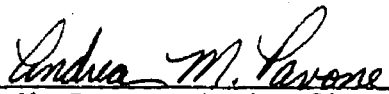
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

CITY OF SAN JOSE,
a municipal corporation

APPROVED AS TO FORM:



SANDRA FOX
Senior Deputy San Jose Attorney

By: 


Andrea M. Pavone, Acting City Clerk
"San Jose"

APPROVED AS TO FORM AND LEGALITY:



Santa Clara County Counsel

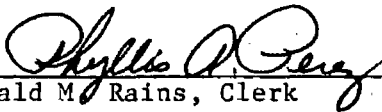
COUNTY OF SANTA CLARA, a political
subdivision of the State of California

By: 

Chairperson, Board of Supervisors
Rod Diridon

ATTEST:

Phyllis A. Perez
Assistant Clerk
of the Board of
Supervisors



Donald M. Rains, Clerk
Board of Supervisors

California



TRANSMITTAL MEMORANDUM

Prepared by VP
Reviewed by WK/RBP
Submitted by RMS
APPROVED: DIRECTOR [Signature]

Page 1 of 2

S.D. 3

DATE: May 13, 1985

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date May 28, 1985 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: R. M. Shields, Transportation Agency

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE RESURFACING OF WHITE ROAD FROM ALUM ROCK AVENUE TO MCKEE ROAD

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-five thousand dollars (\$55,000). The estimate is based upon the portion of White Road to be resurfaced by the City of San Jose that lies within the County jurisdiction. The County jurisdiction is approximately 25% of the total project area.

Funds for the planned project are available in the Road Fund, Fund 0023, Budget Unit 603, R.C. 4002, Account 2895 for Road Resurfacing. This expenditure is consistent with and not an addition or a modification to the adopted budget.

REASONS FOR RECOMMENDATION:

The City of San Jose has requested that the County participate in a project to resurface White Road from Alum Rock Avenue to McKee Road.

A review of White Road shows that it is in need of resurfacing and that the work can best be accomplished under a single contract.

ORIGINAL

An Equal Opportunity Employer

[Signature]
MAY 28 1985

DATE: May 13, 1985

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: May 28, 1985

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA
FOR THE RESURFACING OF WHITE ROAD FROM ALUM ROCK AVENUE TO
McKEE ROAD

BACKGROUND:

White Road is a four (4) lane arterial roadway which serves as direct access to several schools. The City has the great majority of the jurisdiction on White Road with some areas lying within the unincorporated County arrea. 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 the roadway.

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.

RMS:kh

Attachment: Agreement

cc: Herbert L. Keaton, Deputy County Counsel

JER

DM

RBP

