

June 6, 1967

Mr. Francis L. Greiner
City Clerk
City of San Jose
801 North First Street
San Jose, California

Subject: Agreement Between the County of Santa Clara
and the City of San Jose for Installation of
Traffic Control Signals, Winchester Boulevard

Dear Mr. Greiner:

The Board of Supervisors at its meeting of June 5, 1967 approved the agreement between the City and the County for installation of traffic control signals, channelization and appurtenances on Winchester Boulevard near Olsen Drive. This agreement covers payment by the County for a portion of the costs of this cooperative project.

Enclosed for your files are the fully executed original and one copy of the agreement and two certified copies of the Resolution authorizing the Chairman to execute said agreement on behalf of the County.

Very truly yours,

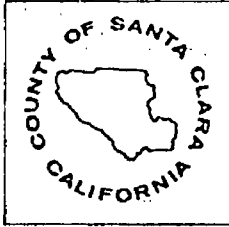
BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:ii
Enclosures
cc: Public Works *w/agmt*

county of santa clara

S.D. 4



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: May 26, 1967

FOR: BOARD OF SUPERVISORS AGENDA OF June 5, 19 67

FROM: STEFFANI, PUBLIC WORKS, DESIGN

TITLE: COST SHARING AGREEMENT BETWEEN COUNTY AND CITY OF SAN JOSE FOR IMPROVEMENT AND SIGNALIZATION OF WINCHESTER BOULEVARD NEAR OLSEN DRIVE

DESCRIPTION:

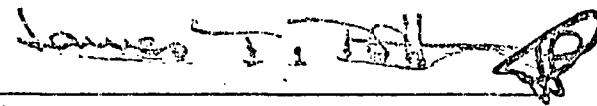
Attached are copies of an Agreement and authorizing resolution covering the installation of traffic control signals, channelization and appurtenances on Winchester Boulevard at Olsen Drive as a cooperative project with the City of San Jose.

This cooperative agreement was passed by the City of San Jose on May 24, 1967.

Approval is recommended.

After execution, please return a fully executed copy to the City Clerk.

ECS:LM:nc
Attachments

APPROVED: 
JAMES T. POTT, COUNTY ENGINEER

<u>AGENDA DATA</u>	
DATE:	_____
ITEM NO:	_____
BOARD ACTION	_____

B
JUN 5 - 1967

RESOLUTION AUTHORIZING EXECUTION OF
AGREEMENT FOR INSTALLATION OF TRAFFIC
CONTROL SIGNALS, CHANNELIZATION AND
APPURTENANCES ON WINCHESTER BOULEVARD
NEAR OLSEN DRIVE AND FOR PAYMENT OF
PORTION OF COSTS BY COUNTY OF SANTA
CLARA

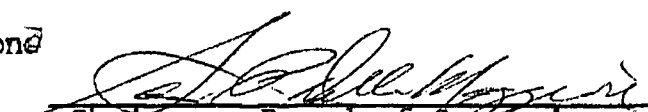
WHEREAS, the County of Santa Clara (hereinafter referred to as "County") and the City of San Jose, hereinafter referred to as "City") desire to enter into an agreement for the installation of traffic control signals, channelization and appurtenances on Winchester Boulevard near Olsen Drive and for the payment of a portion of the costs thereof by County; and

WHEREAS, the County finds and determines that it is in the best public interest to enter into said proposed agreement,

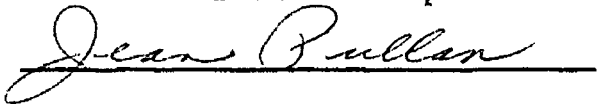
NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California that the proposed agreement is hereby approved and that the Chairman is hereby authorized and directed to execute said agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California on JUN 5 - 1967 by the following vote:

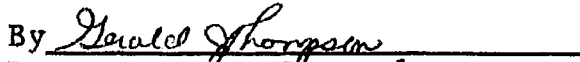
AYES: Supervisors, Della Maggiore Spangler Mehrkens Sanchez Quinn
NOES: Supervisors, None
ABSENT: Supervisors, None


Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors



APPROVED AS TO FORM:
JOHN R. KENNEDY, County Counsel

By 
Deputy County Counsel
Dated: May 19, 1967

GJT:gc-5/19/67

cc: 2 certified City S J.
Public Works

JUN 5 - 1967

B

AGREEMENT FOR INSTALLATION OF TRAFFIC
CONTROL SIGNALS, CHANNELIZATION AND
APPURTENANCES ON WINCHESTER BOULEVARD
NEAR OLSEN DRIVE AND FOR PAYMENT OF
PORTION OF COSTS BY COUNTY OF SANTA
CLARA.

THIS AGREEMENT made and entered into this 24 day of
May, 1967, by and between the COUNTY OF SANTA CLARA,
a political subdivision of the State of California (hereinafter
referred to as "County") and the CITY OF SAN JOSE, a municipal
corporation of the State of California, (hereinafter referred to
as "City")

W I T N E S S E T H:

WHEREAS, it is in the public interest that the circulation
and control of vehicular and pedestrian traffic be improved by
the installation of certain traffic control signals, apparatus,
channelization and appurtenances in and about Winchester Boule-
vard near Olsen Drive; and

WHEREAS, the area of such proposed improvement is partially
within the unincorporated limits of the County of Santa Clara
and partially within the City of San Jose; and

WHEREAS, it is in the best interest of orderly and economic
construction practice and of mutual advantage to the parties
hereto, that said work of improvement be performed under a con-
tract or contracts to be awarded and administered by the City of
San Jose;

WHEREAS, the parties desire to make provision for payment
by the County to the City for the County's share of the cost of
said work of improvement;

NOW THEREFORE, in consideration of the covenants and agree-
ments hereinafter set forth, and subject to the terms, conditions
and provisions herein contained, the parties hereby mutually
agree as follows:

*orig + 1 - City of San Jose
cc's (3) Public Works*

1. DESIGN AND PLANS FOR WORK OF IMPROVEMENT.

A. City shall design, engineer, draw and prepare plans and specifications for the construction and installation in and about public streets and rights of way on Winchester Boulevard, near Olsen Drive, of traffic control signals, apparatus, channelization, street improvements, islands, sidewalks, curbs, gutters, lighting and other improvements and appurtenances (hereinafter referred to as "work of improvement") in substantial accordance with the designs, plans, specifications and details shown on those certain "Plans for Traffic Signal Installation - Winchester Boulevard and Olsen Drive", dated April 20, 1967. Upon approval of said plans and specifications by the City Council of the City of San Jose, City shall submit the completed plans and specifications for said work of improvement to the County for approval.

B. Said "work of improvement" shall be comprised of both:

(1) That portion of the work of improvement (hereinafter referred to as ("Williams' off-site improvements")) which is required to be performed by Ronald Williams and Ann Williams as described in and in accordance with the covenants, terms, conditions and provisions of paragraph 3 of that certain Agreement form dated 4/21/67 between Ronald Williams and Ann Williams, a copy of which is attached hereto marked "Exhibit A" and incorporated herein by reference as though set forth at length.

(2) All other portions of the work of improvement (hereinafter referred to as "City's work of improvement") as are set forth, drawn and described on and in those designs, plans and specifications referred to in Section A of this paragraph.

2. AWARD OF CONTRACT. Upon approval by the County of completed plans and specifications for said work of improvement, the City shall, subject to applicable laws and charter provisions, advertise for bids for the construction of City's work of improvement. In the event the City awards a contract or contracts for the construction of said City's work of improvement, the City will administer any contract so awarded and will supervise and inspect work performed thereunder to completion and acceptance in accordance with said plans and specifications.

3. INSURANCE. The City shall require any contractor to whom City awards a contract for any portion of the City's work of improvement, and any contractor with whom Ronald Williams and Ann Williams enters into any contract for the portion of the work of improvement described in paragraph 1 B. (1) hereinabove, each to secure and maintain in force and effect at all times during performance of any improvement contract and until City's acceptance of the "work of improvement", public liability and property damage insurance in form and limits of liability satisfactory and acceptable to both City and County, insuring the City and County and their respective officers and employees from and against any claims, liability, loss, cost or expense arising out of or in any way connected with the construction of said work of improvement. Limits of liability shall be in the following minimum amounts: Bodily injury (including death) \$100,000.00 per person, \$300,000.00 per occurrence; property damage \$50,000.00 per occurrence, with \$200,000.00 aggregate limits.

Said policy shall contain a provision that the insurance afforded thereby to the 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 the City or County or their respective officers and employees have other insurance against a loss covered by the policy, that such other insurance shall be excess insurance only.

4. PROPERTY ACQUISITIONS. The County, at its sole cost and expense shall acquire within the unincorporated limits of the County of Santa Clara, and the City, at its sole cost and expense shall acquire within the City of San Jose, all easements, rights of way, or other interests in real property which are necessary for the construction of said work of improvement within their respective territories.

5. COUNTY'S SHARE OF COSTS. The County agrees to pay to the City as County's full share of the total construction cost of the work of improvement the sum of ten thousand dollars (\$10,000.00). The term "total construction cost of the work of improvement" shall, for the purpose of this agreement, mean the sum of all costs, fees and expenses of engineering, preparing plans, specifications, contract documents, publication, advertising, printing, inspection and supervision of the work of improvement, and the final cost of all construction contracts awarded therefor, including the cost of any extra work or materials provided for and authorized in accordance with the provisions of the contract document.

6. PAYMENT OF COUNTY'S SHARE. The County agrees that it will, within 10 days after execution of this Agreement pay to the City the sum of ten thousand dollars (\$10,000.00) which amount shall constitute County's full share of the total construction cost of said work of improvements as hereinbefore set forth.

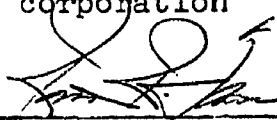
7. TERMINATION. In the event that City does not advertise for bids for said work of improvement on or before August 1, 1967, this agreement shall terminate upon said date and shall be of no

further force or effect and City agrees to return to County any money that County has paid City.

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


CITY OF SAN JOSE, A
municipal corporation

By


Mayor

A. P. HAMANN


And by


Deputy
City Manager

ATTEST:

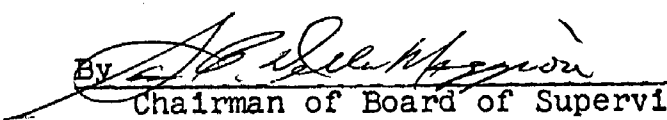
FRANCIS L. GREINER

By


Deputy
City Clerk

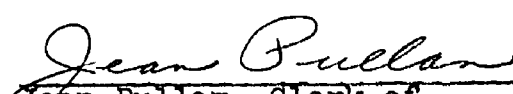
COUNTY OF SANTA CLARA

By

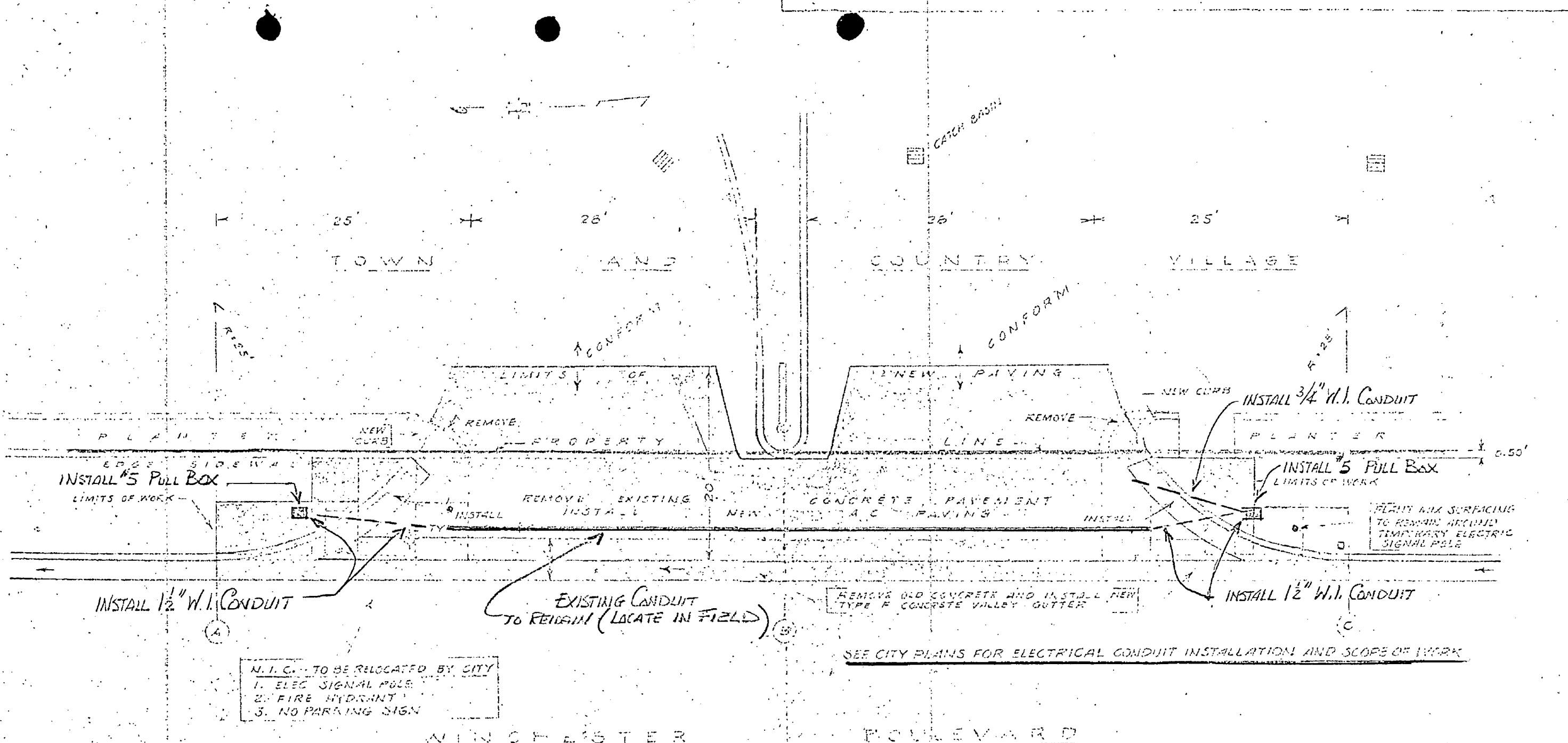

Chairman of Board of Supervisors

JUN 5 - 1967

ATTEST:


Jean Pullam, Clerk of
Board of Supervisors

JEAN PULLAN



NOTE:
 ALL WORK PERFORMED TO BE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, AND SUBJECT TO INSPECTION AND ACCEPTANCE, OF THE CITY OF SAN JOSE, CALIFORNIA.

TOWN & COUNTRY VILLAGE
 SAN JOSE, CALIFORNIA
WINCHESTER ENTRANCE IMPROVEMENTS
 SCALE 1"=10'
 MARCH 1967
 DRAWING NO. SJ 135-A
 "EXHIBIT A"

[Handwritten signature]

AGREEMENT FOR INSTALLATION OF TRAFFIC
CONTROL SIGNALS, CHANNELIZATION AND
APPURTENANCES ON WINCHESTER BOULEVARD
NEAR OLSEN DRIVE AND FOR PAYMENT OF
A PORTION OF COSTS BY RONALD WILLIAMS
AND ANN WILLIAMS

THIS AGREEMENT, made and entered into this 14~~th~~ day of
April, 1967 by and between RONALD WILLIAMS and
ANN WILLIAMS, (hereinafter referred to as "First Party", irre-
spective of number or gender) and the CITY OF SAN JOSE, a
municipal corporation of the State of California, (hereinafter
referred to as "City");

W I T N E S S E T H:

WHEREAS, the First Party is the owner of or has an interest
in certain real property in the City of San Jose fronting on the
easterly side of Winchester Boulevard near Olsen Drive; and

WHEREAS, said real property will be benefited, and the cir-
culation and control of vehicular and pedestrian traffic will be
improved by the installation of certain traffic control signals,
apparatus, channelization and appurtenances in and about the pub-
lic streets, and by the modification and improvement of adjacent
portions of the real property of First Party; and

WHEREAS, the parties are desirous of entering into an agree-
ment to provide for payment by the First Party to the City of a
portion of the total final cost of the installation of said
traffic control signals, apparatus, channelization and appurten-
ances, and further to provide for the conveyance by First Party
to the City of an easement affecting a portion of said real
property for the purpose of the proper operation and maintenance
of said traffic control system;

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

1. DESIGN AND PLANS FOR WORK OF IMPROVEMENT.

A. City shall design, engineer, draw and prepare plans and specifications for the construction and installation in and about public streets and rights of way on Winchester Boulevard, near Olsen Drive, of traffic control signals, apparatus, channelization, street improvements, islands, sidewalks, curbs, gutters, lighting and other improvements and appurtenances (hereinafter referred to as "work of improvement") in substantial accordance with the designs, plans, specifications and details shown on those certain "Plans For Traffic Signal Installation - Winchester Boulevard and Olsen Drive", dated April 20, 1967. Upon approval of said plans and specifications by the City Council of the City of San Jose, City shall submit the completed plans and specifications for said work of improvement to the County for approval.

B. Said work of improvement shall be comprised of both:

(1) That portion of the work of improvement (hereinafter referred to as "First Party's off-site improvements") which is required to be performed by First Party as described in and in accordance with the covenants, terms, conditions and provisions of paragraph 3 hereinafter; and

(2) All other portions of the work of improvement (hereinafter referred to as "City's work of improvement") as are set forth, drawn and described on and in those designs, plans and specifications referred to in Section A of this paragraph.

2. AWARD OF CONTRACT. Upon approval by the County of completed plans and specifications for said work of improvement, the City shall, subject to applicable laws and charter provisions, advertise for bids for the construction of City's work of improvement. In the event the City awards a contract or contracts for the construction of said City's work of improvement, the City will administer any contract so awarded and will supervise and inspect work performed thereunder to completion and acceptance in accordance with said plans and specifications.

3. FIRST PARTY'S OFF-SITE IMPROVEMENTS.

A. The First Party shall construct and install all of the following public improvements within those portions of the existing public streets and rights of way which are westerly of the First Party's property line, shown in green on those certain plans and specifications entitled "Town & Country Village San Jose, California - Winchester Entrance Improvement - Drawing No. S.J. 135A", a copy of which is attached hereto, marked Exhibit A, and incorporated herein by reference as though set forth at length. All of said improvements shall be constructed and installed by First Party in accordance with City's standard specifications for similar work and improvements, and shall be done to the satisfaction of the City Engineer. Said improvements are hereinafter referred to as "off-site improvements" and are described, without being limited thereto, as follows:

- (1) Removal of existing concrete pavement, and installation of new A.C. paving
- (2) Remove old concrete and install new Type F concrete valley gutter
- (3) Install A-2 curb & gutter as indicated
- (4) Install #5 pull boxes as indicated
- (5) Install 1½" W.I. conduit as indicated
- (6) Install ¾" W.I. conduit as indicated

B. First Party shall commence said off-site improvements on or before June 15, 1967 and shall complete said work in accordance herewith within sixty (60) days thereafter.

C. First Party shall, prior to the commencement of the construction of the First Party's off-site improvements, furnish to the City and file with the City Clerk a good and sufficient bond securing the faithful performance by First Party of all the work and construction of all said First Party's off-site improvements required by this agreement within the time hereinabove specified, and also a good and sufficient bond securing the payment by First Party of all bills for labor and materials incurred in

construction of any and all said off-site improvements, and the doing of all other work herein agreed to be done by First Party. Each of said bonds shall be in the amount of Two Thousand Dollars (\$2,000). Said bonds shall be the same as those forms of bonds attached hereto and designated Exhibit B and Exhibit C.

D. First Party hereby expressly agrees to indemnify and hold harmless the County of Santa Clara and the City, and their respective officers and employees, from any and all loss or damage, and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any and all persons or person because of or resulting from the doing by First Party, its agents, contractors and employees, of any and all things required by this agreement, or because of or arising or resulting from the failure or omission by First Party, its agents, contractors and employees, to do any and all things necessary to and required to be done by this agreement, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said actions or omissions of First Party, its agents, contractors and employees, or arising or resulting from any dangerous or defective condition arising or resulting from any negligence on the part of First Party, its agents, contractors and employees in connection with said work.

E. First Party shall also take out prior to the commencement of construction of the off-site improvements set forth in paragraph 3A, pay for and maintain until completion and acceptance by City of said work, a separate policy of insurance naming the City of San Jose, County of Santa Clara, and their respective officers and employees, as insureds. Said separate policy shall provide insurance to the City, County of Santa Clara, and their respective officers and employees, covering all work and improvements done and made by, for or on behalf of First Party pursuant to this agreement, and covering the omissions and supervisory acts

of the City, the County of Santa Clara, and their officers and employees, with respect to said work and improvements. Both personal injury liability coverage and property damage liability coverage must be on an occurrence basis; and said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations, and if the City or the County of Santa Clara, or their respective officers and employees, have other insurance against a loss covered by said policy, that other insurance shall be excess insurance only.

Said policy of insurance shall provide coverage in the following minimum amounts: For bodily injury liability, \$100,000 each person, \$300,000 each occurrence; for property damage liability, \$50,000 on account of any one occurrence with an aggregate limit of not less than \$200,000.

Said policy shall be satisfactory to the City Attorney of the City of San Jose and to the County of Santa Clara.

First Party shall, prior to commencing said work, file with the City Clerk said policy of insurance covering the City, its officers and employees.

F. First Party shall, prior to the commencement of any of the work required hereby, pay to the City of San Jose the sum of \$ Standard for engineering and inspection services performed, or to be performed, by City in connection with the work agreed to be performed by First Party hereunder.

4. FIRST PARTY'S SHARE OF COST. The First Party shall pay to the City, and City agrees to accept from the First Party, as the First Party's share of the cost of the work of improvement as hereinabove defined, the sum of Ten Thousand Dollars (\$10,000). Upon completion of the City's work of improvement and First Party's off-site improvements, and acceptance thereof by the City, First Party shall pay said sum to the City within seven (7) days after receipt of City's invoice therefor. Provided, however,

that in the event the First Party, in conformance with the terms, covenants, conditions and provisions of paragraph 3, has constructed and installed the off-site improvements required thereby, First Party shall be entitled to a credit against said Ten Thousand Dollars (\$10,000) in the cost (including cost of labor, materials, subcontracts and contractor's overhead and profit) which is reasonably and proportionately attributable to the said off-site improvements as related to the on-site improvements referred to in paragraph 6 hereinafter.

5. TITLE TO IMPROVEMENTS. All improvements comprising the work of improvement, constructed or installed in accordance with the provisions of paragraphs 1 and 3 hereinabove, are and shall be the property of the public entity within which said improvements are respectively constructed, and First Party shall have no right, title or interest therein.

6. IMPROVEMENT OF FIRST PARTY'S PROPERTY.

A. The First Party agrees that it will, at its sole cost and expense and prior to the completion of any contract awarded by the City for the City's work of improvement hereinabove described, modify and improve those portions of real property in which First Party has an interest immediately adjacent to and easterly of the proposed work of improvement, by constructing thereon those certain improvements (hereinafter referred to as "owner's on-site improvements") which are described and shown within First Party's real property on those plans and specifications entitled "Town & Country Village San Jose California - Winchester Entrance Improvements - Drawing No. S.J. 135A", a copy of which is attached hereto, marked Exhibit A, and incorporated herein by reference as though set forth at length.

B. First Party agrees that after completion of owner's on-site improvements hereinabove referred to, it will keep and maintain said improvements in good order, condition and repair, and will not otherwise change, alter or modify the same without the written permission of the City first had and obtained.

7. GRANT OF EASEMENT FOR INDUCTIVE LOOP DETECTOR. The First Party agrees that upon execution of this agreement, it will make, execute and deliver to the City a grant of a perpetual easement for the installation, operation, use and maintenance of an inductive loop detector for traffic signal control, in the manner and form and relating to that portion of First Party's real property which is set forth on that certain document entitled "Grant of Easement" which is attached to this agreement, marked Exhibit D, and incorporated herein by reference as though set forth at length.

EXECUTED the day and year first above written.

Ronald Williams
Ronald Williams

Ann Williams
Ann Williams

CITY OF SAN JOSE, a
municipal corporation,

By _____
Mayor

And _____
City Manager

ATTEST:

City Clerk