

ROADS

C & A
Expressways -
Almaden
Davidson, Kavanagh

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
DAVIDSON, KAVANAGH AND BREZZO - RALPH THOMPSON COMPANY
A GENERAL PARTNERSHIP, FOR IMPROVEMENTS ON
ALMADEN EXPRESSWAY

APR 19 1988

This agreement, made and entered into this day of April, 1988, by and between Davidson, Kavanagh and Brezzo - Ralph Thompson Development Company, A General Partnership, (hereinafter referred to as "Developer") and the County of Santa Clara, a political subdivision of the State of California (hereinafter referred to a "County")

WITNESSETH

WHEREAS, the Developer desires to make extensive on site improvements to certain real property in the City of San Jose located in the northwest corner of Coleman Road and Winfield Boulevard known as "Almaden Lakes" development: and

WHEREAS, in connection therewith as traffic mitigation measures the City of San Jose has conditioned the Developer to provide four (4) southbound lanes on Almaden Expressway between Koch Lane and Newberry Drive and other improvements which include but are not limited to the following:

- a) Signal modifications to the northwest and southwest corner of Almaden Expressway and Foxworthy Avenue;
- b) The installation of median barrier on Almaden Expressway on the overcrossing of Capitol Expressway;
- c) The installation of soundwall between Almaden Expressway and Almaden Frontage Road from Koch Lane to Foxworthy Avenue;
- d) Modification of County Transit District bus stops on the west side of Almaden Expressway between Koch Lane and Capitol Expressway;
- e) Modification of the median island along Almaden Expressway between Koch Lane and Capitol Expressway;
- f) Pavement widening as necessary to accommodate the modifications;
- g) Signing and restriping with inductive pavement detector loop relocations/installation as necessary; and

Fully executed original to T/A. (T/A will forward to Contractor)
Conformed copies to T/A; Controller;
5/10/88 gpw

cja
ORIGINAL

APR 19 1988

WHEREAS, the County desires the construction of certain improvements that are above and beyond the improvements conditioned by the City of San Jose; and

WHEREAS, it is in the public interest of orderly and economic construction practices to include the construction of the improvements desired by COUNTY in the Developer's construction improvements under a single contract, awarded and administered by the Developer.

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements, and subject to the terms, conditions and provisions hereinafter set forth:

1. Scope of Work. The COUNTY desires the construction of an upgraded soundwall starting at a point just south of the electrolier located approximately 665 feet north of the center line of Foxworthy Avenue and ending at a point just north of another electrolier located approximately 120 feet north of the center line of Foxworthy Avenue. A Type 50 concrete barrier is to be integrated as the bottom half of this soundwall. Other related work involved in the upgrading will include but not be limited to the following: the removal of existing curb and gutter and concrete island, relocation of the existing electroliers to the top of the Type 50 concrete barrier, installation of electrical conduit and conductors, and restoration of the asphalt concrete surface. The total length of the upgrading is approximately 545 feet: and

2. Plans and Specifications. The Developer at his expense shall cause to be prepared or prepare improvement plans for the above mentioned traffic mitigation measures including the upgraded soundwalls and related work for the approval of the City of San Jose and County. Upon approval the Developer shall administer the construction contract for the improvements including the upgraded soundwalls and related work.

3. Environmental Requirements. The Developer shall be responsible to fulfill all the environmental requirements pursuant to existing law.

4. Permits and Fees. The Developer shall apply for and comply with the terms of an encroachment permit from the County for all the work within the Almaden Expressway right of way including the upgraded soundwalls and related work. The Developer is also required to pay all fees including fees required for the upgraded soundwalls and related work.

5. Cost. The Developer shall bear the actual and total cost of all work involved in the traffic mitigation measures including the upgraded soundwalls and related work. County agrees to pay the Developer the set sum of Ten Thousand Dollars (\$10,000) for construction of the upgraded soundwall and related work required to construct the upgraded soundwalls. Payment shall be made within thirty (30) days after the completion of construction of the traffic mitigation improvements including the upgraded soundwalls and related work.

6. Insurance. Developer shall maintain during the term of this agreement a policy of liability insurance as hereinafter described naming as additional insured County, its officers, agents, and employees and the Board of Supervisors of the County of Santa Clara, individually and collectively. Said policy shall afford coverage with respect to liability for all acts and omissions of Developer and supervisory acts and omissions of the officers, agents and employees of County undertaken pursuant to this agreement. Said policy shall insure against bodily injury to the limits of Five Hundred Thousand Dollars (\$500,000.00) for each person and Five hundred Thousand Dollars (\$500,000.00) for each occurrence, and property damage to the limit of Fifty Thousand Dollars (\$50,000.00) for each occurrence with an aggregate amount of not less than Two Hundred Thousand Dollars (\$200,000.00). Said policy shall provide that the coverage afforded thereby shall be primary to the full limits of liability stated in the declarations and shall further provide that if County, its officers, agents and employees or the Board of Supervisors, individually and collectively have other insurance which affords coverage against a loss covered by said policy, that other insurance shall be excess insurance only.

7. Indemnification. Developer shall assume the defense and indemnify and save harmless County, its officers, agents and employees from every expense, liability or payment by reason of injury to persons, including death, or damage to property arising from any negligent act or omission of Developer, its employees, agents, contractors, subcontractors, or anyone directly or indirectly employed thereby, or arising in any way from performance or nonperformance of work required by this agreement. This provision shall not be deemed to require Developer to indemnify County against liability for liability or damage arising from the sole negligence or willful misconduct of County or its agents, employees or independent contractors directly responsible to County.

8. Ownership. Upon satisfactory completion of the work under this agreement, ownership and title to all materials, equipment and appurtenances installed will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County.


9. Administration. The Developer agrees to meet its obligations to its contractors and make timely payments for all labor and materials required for the improvements constructed pursuant to this agreement including the upgraded soundwalls and related work. Developer shall hold County harmless and without liability with respect to obligations to said parties, and Developer agrees to defend and indemnify County in the event County should be required to defend a lawsuit or suffer damages of any kind as a result of Developer's failure to meet said obligations.

10. Term. This agreement may be terminated at any time by written mutual consent of the parties or in any event, shall terminate upon satisfactory completion of construction of the improvements or on December 31, 1988 whichever occurs first.

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
DAVIDSON, KAVANAGH AND BREZZO - RALPH THOMPSON COMPANY
A GENERAL PARTNERSHIP, FOR IMPROVEMENTS ON
ALMADEN EXPRESSWAY

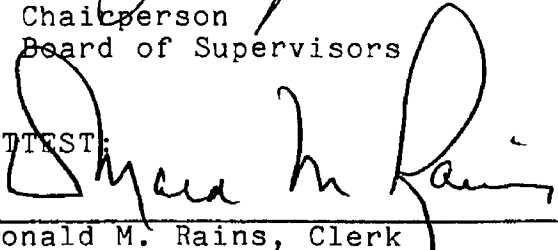
IN WITNESS WHEREOF, the parties have executed this agreement
as of the date first above written.

COUNTY OF SANTA CLARA



By ZOE LOGGREN
Chairperson
Board of Supervisors

APR 19 1988

ATTEST:


Donald M. Rains, Clerk
Board of Supervisors

Approved As To Form and Legality


Deputy County Counsel

Davidson, Kavanagh and Brezzo -
Ralph Thompson Development Company,
A General Partnership


By

By

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO. None
CHANGE ORDER NO. None

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

DATE: May 9, 1988

The following Modifications to Agreement was approved by the Board of Supervisors at a meeting held on April 19, 1988, Item No. 19.

PROJECT TO BE CHARGED: Improvements on Almaden Expressway.
FOR THE AMOUNT OF \$10,000

CONTRACTOR: Davidson, Kavanagh and Brezzo - Ralph Thompson Company, A general Partnership

COMPLETION DATE: December 31, 1988

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)

gw

Deputy Clerk

Gail Wess

CC -- CONTROLLER
CC -- FILE
CC -- ORIGINATING DEPARTMENT - Transportation Agency

MEMORANDUM

COUNTY of SANTA CLARA	TO: Transportation Agency	FROM: Gail Wess Clerk of the Board
	SUBJECT: B/S Meeting - 4/19/88 - Item No. 19	DATE: May 9, 1988

Enclosed please find fully executed original and conformed copy of Agreement with Davidson, Kavanagh and Brezzo - Ralph Thompson Company, a General Partnership, relating to improvements on Almaden Expressway.

Please forward original to Contractor.

California *TA-13*

TRANSMITTAL MEMORANDUM

Prepared by Parsons

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S.D. 1

Reviewed by Bruce

Submitted by Reading

APPROVED: DIRECTOR *[Signature]*

DATE: April 5, 1988

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY APR 19 1988
DONALD M. RAINS, Clerk of the Board
By *[Signature]* Item No.

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date April 19, 1988 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: *RF (for)* SCOTTY A. BRUCE, Deputy Director, Design and Construction

SUBJECT: APPROVE AND EXECUTE AGREEMENT BETWEEN DEVELOPER AND COUNTY FOR IMPROVEMENTS ON ALMADEN EXPRESSWAY.

RECOMMENDED ACTION:

Approve and Authorize the Chairperson to execute the attached "Agreement Between the County of Santa Clara and Davidson, Kavanagh and Breezo - Ralph Thompson Company, A General Partnership, for Improvements on Almaden Expressway".

FISCAL IMPLICATIONS:

The County's share for the improvements to be provided by the Developer is \$10,000.00. Funds are available in the Spot Safety Program (0023-6412-2892). There are no long term fiscal implications from this project.

REASON FOR RECOMMENDATION:

This recommendation includes improvements desired by the County in the above Developer's construction project that are above and beyond the improvements conditioned by the City of San Jose upon the above developer. It would be in the public interest (orderly and economic construction practices) to include the County's desired improvements in the developer's construction contract.

Approved copy to T/A;
5/10/88 gpw

DATE: April 5, 1988

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: April 19, 1988

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: APPROVE AND EXECUTE AGREEMENT BETWEEN DEVELOPER AND COUNTY
FOR IMPROVEMENTS ON ALMADEN EXPRESSWAY

BACKGROUND:

The general partnership of Davidson, Kavanagh and Breezo -Ralph Thompson Development Company are the developers of "Almaden Lakes" located on the northwest corner of Coleman Road and Winfield Boulevard. The City of San Jose has conditioned this Developer to provide four (4) southbound lanes on Almaden Expressway between Koch Lane and Newberry Drive and other improvements which include but are not limited to:

- a) Signal modifications to the northwest and southwest corner of Almaden Expressway and Foxworthy Avenue;
- b) The installation of median barrier on Almaden Expressway on the overcrossing of Capitol Expressway;
- c) The installation of soundwall between Almaden Expressway and Almaden Frontage Road from Koch Lane to Foxworthy Avenue;
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- e) Modification of the median island along Almaden Expressway between Koch Lane and Capitol Expressway;
- f) Pavement widening as necessary to accommodate the modifications;
- g) Signing and restriping with inductive pavement detector loop relocations/installation as necessary; and

In the process of reviewing the developer's proposed improvement plans for conformance to the conditions imposed for development by the City of San Jose, it was determined that certain improvements above and beyond those conditioned by the City should be constructed at this time due to the lack of sufficient space between the Almaden Frontage Road and the expressway near Foxworthy Avenue. It is proposed by the Agency staff that approximately 545 feet of New Jersey type rail be constructed to separate these roadways at the narrowest spot.



DATE: April 5, 1988

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: April 19, 1988

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: APPROVE AND EXECUTE AGREEMENT BETWEEN DEVELOPER AND COUNTY
FOR IMPROVEMENTS ON ALMADEN EXPRESSWAY

BACKGROUND: cont'd

The soundwall requirement will be satisfied by placing it on top of this barrier. This construction would be above and beyond the improvements conditioned by the City of San Jose, and it is proposed that the County pay the developer a lump sum to include the construction of this barrier and related work in the Developer's construction contract. The cost would be shared equally among the County and developer, but the proposal is to limit County's payment to \$10,000.

CONSEQUENCES OF NEGATIVE ACTION:

The barrier wall improvements between the frontage road and expressway will not have been constructed in the most efficient and economical manner.

STEPS FOLLOWING APPROVAL:

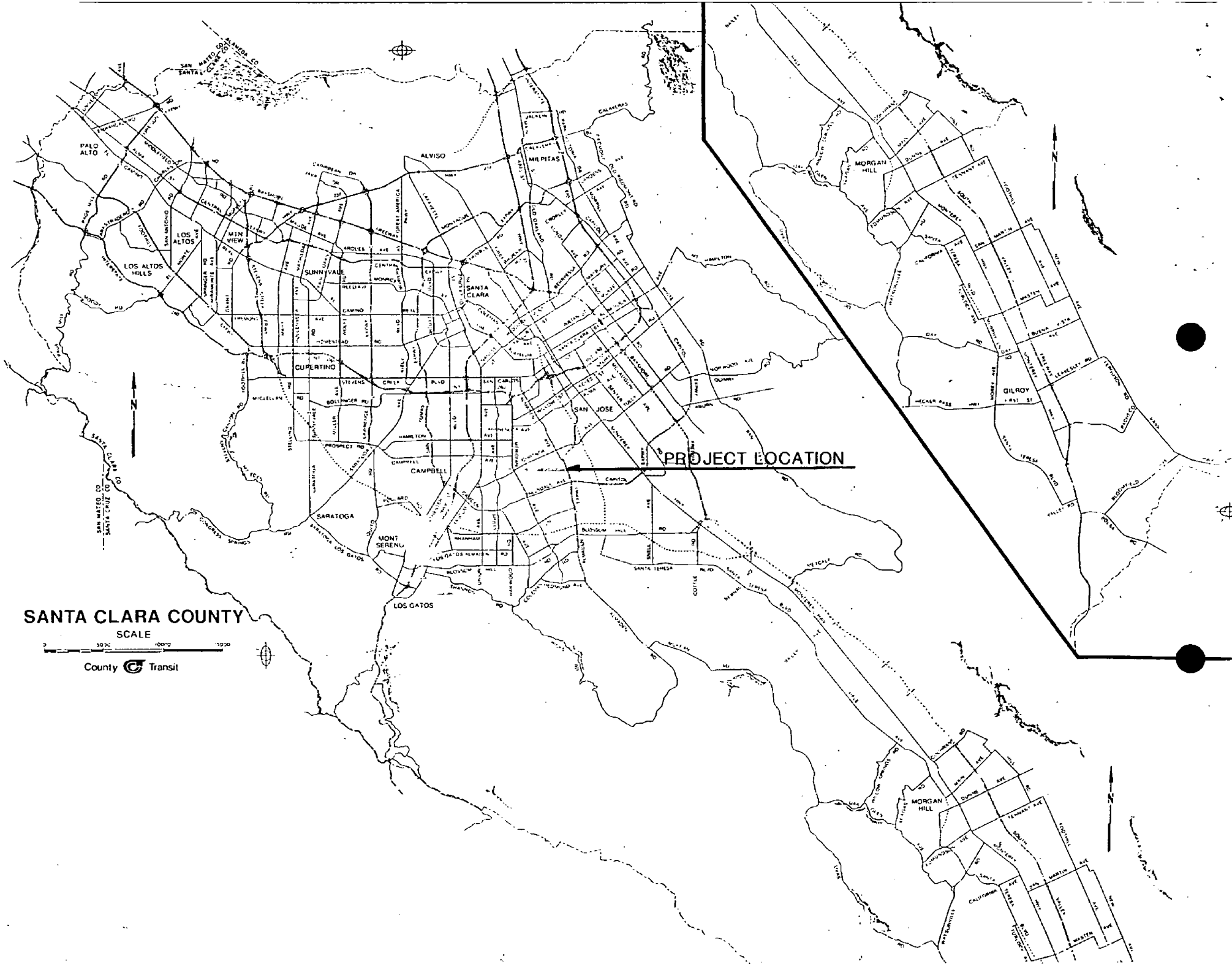
An executed copy of the agreement will be sent to the developer.

SAB:RBP:fl

Attachment

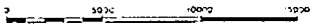
cc: County Counsel





SANTA CLARA COUNTY

SCALE



County  Transit