

BR

California



M-8

TRANSMITTAL MEMORANDUM

S.D. 1

Page 1 of 2

DATE: January 17, 1979

FOR: BOARD OF SUPERVISORS AGENDA OF February 5, 1979

FROM: *LM* LOU MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND CAPITOL III ASSOCIATES FOR IMPROVEMENT ON CAPITOL EXPRESSWAY AT VISTA PARK DRIVE

DESCRIPTION:

Recommended Action

Execute the attached agreement. There are no net financial obligations to the County since the County will be reimbursed for services rendered (\$6,000).

Letter  
C-19  
Expenses - Capitol  
Capitol Expressway

Reasons for Recommendation

Under the agreement the developer (Capitol III Associates) will make certain improvements, including revisions to the existing traffic signal at Vista Park Drive and Capitol Expressway. These improvements are to mitigate the effects of a new private opening on Capitol Expressway. According to the agreement the County staff will provide the design and inspection of the signal modifications.

Background

The County did not acquire access rights along this portion of Capitol Expressway. Under the existing policy for spacing of access openings the developer is entitled to one private driveway opening for right turns only. For safety purposes the developer must install a new speed change lane on Capitol Expressway. The location of this lane interferes with existing electrical facilities at the southwest corner of Vista Park Drive, thus necessitating the signal modifications.

APPROVED: DIRECTOR *[Signature]*

COUNTY EXECUTIVE \_\_\_\_\_

AGENDA DATA: DATE: \_\_\_\_\_

BOARD ACTION: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: January 17, 1979

DATE OF AGENDA: February 5, 1979

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND CAPITOL III  
ASSOCIATES FOR IMPROVEMENT ON CAPITOL EXPRESSWAY AT VISTA  
PARK DRIVE

Consequences of Negative Action

The County will not be reimbursed for expenditures relating to the design and inspection of the needed modification of the traffic signal.

Steps following Approval

Return the executed original to the Transportation Agency,  
attention: Werner Schroeder.

LM:WS:vlt

attachments

AGREEMENT BETWEEN COUNTY OF SANTA CLARA  
AND CAPITOL III ASSOCIATES FOR IMPROVEMENTS  
ON CAPITOL EXPRESSWAY

This agreement, made and entered into this 5<sup>th</sup>  
day of January, <sup>1979</sup>~~1978~~, by and between Capitol III  
Associates (hereinafter called "Developer") and the County of Santa  
Clara, a political subdivision of the State of California (hereinafter  
called "County").

WITNESSETH:

WHEREAS, developer desires to make on-site improvements on the  
SW corner of Capitol Expressway and Vista Park Drive;

WHEREAS, County of Santa Clara requires certain improvements  
within Capitol Expressway to mitigate the effects of the increased  
traffic, caused by the development;

WHEREAS, it is in the public interest of orderly and economic  
construction practices to complete said improvement under an agree-  
ment between developer and County;

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:
  - a. Install a standard County speed change lane along  
Capitol Expressway, including pavement consisting of  
15" AC - deep lift, curb and gutter and drainage facilities.
  - b. Modify one traffic island as may be required to accomodate  
the new speed change lane.
  - c. Modify the existing traffic signal to accomodate the  
proposed road improvements.
2. Public Hearings and Environmental Statements. Developer  
shall conduct all public hearings and prepare all environmental  
statements that may be required for said project by existing  
legislation.

3. Plans, Specifications and Estimates.

a. Developer shall prepare final plans and specifications for all roadway work including drainage within Capitol Expressway, as outlined in Section 1 of this agreement. Such plans and specifications shall conform to County standards, policies and procedures. County approval on all plans and specifications will be required before advertising, and all work by developer is subject to an encroachment permit.

Any encroachment permit fees are hereby waived by County.

b. County will prepare final plans and specifications for the modification of the existing traffic signal at Vista Park Drive upon receipt of approved geometrics for road improvements, including but not limited to, underground conduits, safety lighting and wiring. County will also check plans for all remaining improvements installed under this agreement for conformance with County Standards.

c. Developer will advertise the project.

d. County will provide inspection of all work within Capitol Expressway. In addition, in consideration for the engineering and inspection work performed by County, developer agrees to pay to the County a lump sum fee as follows:

1) Inspection fee for all improvements installed under this agreement. The inspection fee is hereby determined to be the lump sum of \$3000.00.

2) An engineering lump sum fee of \$3000.00 for the design of all traffic signal modifications and plan checking of final plans including intersection geometry.

4. Deposit and Final Accounting. Within 15 days after execution of this agreement, developer shall pay County the sum of \$6000.00 which shall be full compensation for County's work under this agreement.

5. Insurance. Developer shall take out and maintain during the term of this agreement a separate policy of insurance naming

as additional insured the County of Santa Clara and the members of the Board of Supervisors of the County of Santa Clara, individually and collectively, and the officers, agents and employees of the County of Santa Clara. Said policy shall provide coverage to the above named insured for all activities or omissions of Lessee or supervisory acts of the officers and employees of the County of Santa Clara with respect to this lease. Said policy shall insure both 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); and said policy shall provide that the coverage afforded shall be primary coverage to the full limit of liability stated in the declarations; and if the County of Santa Clara its members of the Board of Supervisors, individually and collectively, and the officers, agents and employees of the County of Santa Clara, individually and collectively, have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

6. Indemnity. The developer shall assume the defense and indemnify and save harmless the County, its officers, agents and employees, from every expense, liability or payment by reason of injury "including death" to persons to damage to property suffered through any act of omission, including passive negligency or act of negligence, or both, of the developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including the performancy or nonperformancy of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence to willful misconduct of the County or its agents,

servants or independent contractors who are directly responsible to the County.

7. Ownership. Upon completion of the work, County shall become the sole owner of all improvements constructed by developer under this agreement.
8. Maintenance. Upon completion of the work, County shall maintain at its own cost all improvements constructed under this agreement.
9. All costs of construction of the improvements installed under this agreement shall become the sole obligation of Developer; County is not responsible to pay for any portion of such costs.
10. Developer agrees to meet his obligation to his contractor and make promptly payments for all labor and materials being part of the improvements installed under this agreement, so that County is held harmless and without liability to said parties. Developer agrees to defend and indemnify County in the event County should suffer suit at law or damages of any kind as a result of Developer's failure to meet his obligations.

IN WITNESS WHEREOF, County has executed this agreement as of

FEB 5 1979

COUNTY OF SANTA CLARA

By [Signature]  
Chairperson, Board of Supervisors

ATTEST:

DONALD M. RAINS, Clerk  
BOARD OF SUPERVISORS

[Signature]

IN WITNESS WHEREOF, Developer has executed this agreement as of

Capital III Assoc.  
[Signature]

APPROVED AS TO FORM:

[Signature] -4-

# memorandum



TO Werner Schroeder  
Transportation Agency

FROM Ann Souza, Deputy Clerk  
Board of Supervisors

SUBJECT

DATE

AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND CAPITOL III ASSOCIATES FOR IMPROVEMENTS ON CAPITOL EXPRESSWAY 2/6/79

Item M8, 2/5/79 Agenda

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The Board of Supervisors at their meeting of February 5, 1979 approved the above subject Agreement.

Enclosed per your request please find a fully executed copy of this Agreement for further processing to the developer and three conformed copies for your information and files.

as

No. \_\_\_\_\_

Job No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

ME, 2/5/79

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE Februa 6, 1979

Agreement

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

February 5, 1979

Project to be charged See Agreement

For the amount of \$ See Agreement

Contractor Capital III Associates

Completion Date See Agreement

Budget Item \_\_\_\_\_ (for Controller's use)

\_\_\_\_\_  
Donald M. Rains  
Clerk of the Board

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