

B/S

signed cpy. to City of Gilroy; cpy. to: Counsel, Finance(w/Form 3128), David W. Hansen(Gilroy City Engineer),
Public Works

AGREEMENT BETWEEN THE COUNTY OF
SANTA CLARA AND THE CITY OF GILROY
RELATING TO RESURFACING OF CITY STREETS
AND CITY PARKING LOTS IN THE CITY OF
GILROY

This is an Agreement between the County of Santa Clara, State of California (County) and the City of Gilroy (City) to resurface the following streets and parking lots in the City as a part of a County resurfacing program: Arnold Drive, Sherwood Drive, Welburn Avenue between Wren Avenue and Wayland, parking lot at City Hall, La Coche Way, East Court, Hanna Street from First Street north, Carmel Street between Sherwood and First Street, David Court, Diane Court, Doris Court, Wren Avenue between El Cerrito to La Alondra, and the Christmas Hill Park. It is agreed between the parties as follows:

1. Preparation of Plans and Specifications

County shall prepare and submit to City for approval the contract documents for the resurfacing of the above mentioned City streets, and City parking lots. Upon approval by City, County shall advertise the project for bid and shall award a contract to be supervised to completion by County.

2. City's Share of Cost

The "total construction cost" is the sum of the "construction cost" and the construction administration cost of said portion of project performed in the City. As used in this agreement, the term "construction cost" shall mean the total of all costs incurred and expenditures made by County in connection with project, including cost of construction contract, extra work and materials, for all portions of the work performed in the City. The "construction cost" is estimated to be One Hundred Twenty-Three Thousand Dollars (\$123,000.00). The construction administration cost shall include engineering costs and expenses, costs and expenses of preparing plans and specifications, publication, advertising and printing construction inspection and contract administration related to work performed in the City. The contract administration cost is estimated to be Three Thousand Dollars (\$3,000.00).

ANG 27 1974
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Within twenty-one (21) days after County advertises the project for bid, City shall pay to County the sum of One Hundred Twenty-Six Thousand Dollars (\$126,000.00), which is the amount presently estimated by County to be the "total construction cost" of the project as located within the incorporated area of City.

3. Insurance

County shall require any contractor awarded a contract for any portion of the project to secure and maintain in full force and effect at all times during the construction of the project and until the project is accepted by County, public liability and property damage insurance in forms 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 claim, loss, liability, cost or expense arising out of or in any way connected with the construction of the 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 the City or County or their respective officers and employees have other insurance against a loss covered by such policy that other insurance shall be excess insurance only.

4. Final Accounting

Upon completion of the project, County shall submit to City a final accounting of the actual "total construction cost". In the event this final accounting shows that the sum advanced to County by City as required in paragraph 2 of this agreement is less than the total construction cost for improving the above mentioned streets, City shall pay County the difference within sixty (60) days from receipt of the final accounting. However, in the event this final accounting shows that the sum advanced to County is more than the total construction cost, County shall return the difference to City within sixty (60) days.

5. Records and Accounts

County shall keep, maintain and render available for inspection by City or its authorized representatives' records and books which will provide a complete and accurate account of all costs, fees and expenditures made by County on construction costs of the project.

6. Termination

This agreement shall terminate on December 1, 1974 if County has not awarded a contract for construction of the above mentioned project prior to that date. In the event of such a termination County shall refund to City all sums advanced under paragraph 2 of this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON:

August 5, 1974 By City of Gilroy
AUG 27 1974 By County of Santa Clara

TEST: DONALD M. RAINS, Clerk
Board of Supervisors
Donald M. Rains

COUNTY OF SANTA CLARA
Jim Sanchez
Chairman Board of Supervisors
County of Santa Clara
State of California

APPROVED AS TO FORM:
James A. [Signature]
Assistant/Deputy County Counsel

CITY OF GILROY
By Norman B. Goodrich
Mayor

APPROVED AS TO FORM:
Bruce M. Jacob
City Attorney

County of Santa Clara
California

Sig Sanchez, District 1
Dominic L. Cortese, District 2
Dan Mc Corquodale, District 3
Ralph H. Mehrkams, District 4
Victor Calvo, District 5

August 27, 1974

Susanne E. Steinmetz, Clerk
City of Gilroy
City Hall
P. O. Box 66
Gilroy, California 95020

Subject: Agreement with City of Gilroy
for Resurfacing of City Streets and Parking Lots

Dear Mrs. Steinmetz:

Enclosed you will find a fully executed copy of the subject Agreement between the County of Santa Clara and the party named above. The Board of Supervisors at its regularly scheduled meeting on August 27, 1974 approved this Agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: Deputy Clerk

DMR:vas
Enclosure(1)

CC: Counsel
Finance(w/Form 3128)
David W. Hansen
Gilroy City Engineer
Public Works

No. _____

Job No. _____

Change Order No. _____

4.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE August 27, 1974

Agreement

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

_____ August 27 _____, 19 74

Project to be charged Agreement with City of Gilroy relating to
resurfacing of city streets and parking lots

For the amount of \$ see copy of Agreement attached

Contractor City of Gilroy
P.O. Box 66, Gilroy 95020

Completion Date -----

Budget Item ----- (for Controller's use)

DONALD M. RAINS
Clerk of the Board

WHITE ---- CONTROLLER
CANARY -- FILE
~~FILE~~
~~CONTROLLER'S WORKS~~

TRANSMITTAL MEMORANDUM

S.D. 1

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DATE: August 14, 1974

FOR: BOARD OF SUPERVISORS AGENDA OF August 27, 19 74

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF GILROY RELATING TO RESURFACING OF CITY STREETS AND PARKING LOTS IN THE CITY OF GILROY

DESCRIPTION:

The County Public Works Department is proposing to let a contract to resurface portions of Colombet Avenue and Tennant Avenue in the South County area. The City of Gilroy has requested the County Public Works Department to include the resurfacing of some of the City's streets and parking lots as a part of the County's resurfacing project. The attached agreement provides for the City of Gilroy to reimburse the County for all costs and expenditures incurred in performing the City's portion of the project.

The contract documents for the resurfacing project and a budget transfer for the City of Gilroy's reimbursement to the County are concurrently being presented for your approval.


Approval is recommended.

One fully executed copy should be sent to:

Mr. David W. Hansen
City Engineer
City of Gilroy
7377 Church Street
Gilroy, California 95020

LM:AKC:vlt


attachments

LM APPROVED: JAMES POTT 

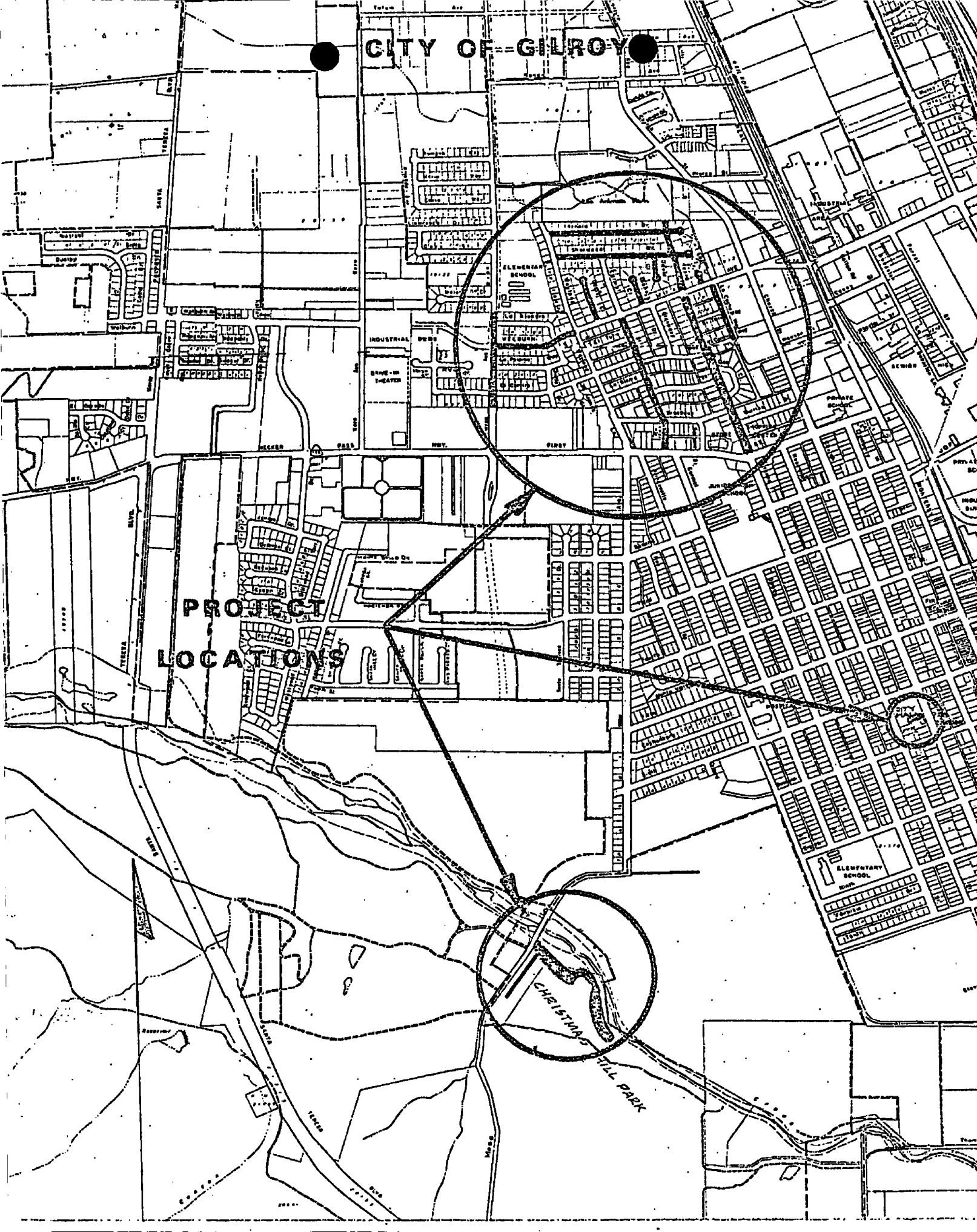
HOWARD CAMPEN _____

AGENDA DATA: DATE: _____
ITEM NO: _____

BOARD ACTION: _____

AUG 27 1974


CITY OF GILROY



**PROJECT
LOCATIONS**

CHRISTMAS HILL PARK