



CITY CLERK

CITY OF SAN JOSE
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ROADS CbNTS + AgmTS
Cost SHARING - AUZERAIS
SAN JOSE CITY

May 4, 1965

Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose 10, California

Gentlemen:

Enclosed please find a copy of an executed copy of AGREEMENT - SHARING
COSTS OF SIGNALIZATION OF INTERSECTION OF RACE STREET & AUZERAIS AVENUE.

This is your file copy.

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

BY: Roy H. Hubbard
Deputy

Enc.

FPP:KLO:hs:5c
2/10/65

AGREEMENT FOR SHARING COSTS OF
SIGNALIZATION OF INTERSECTION
OF RACE STREET AND AUZERAIS
AVENUE

THIS AGREEMENT, made and entered into this _____ day of
MAR 8 1965, 1965, by and between the COUNTY OF SANTA
CLARA, a political subdivision of the State of California, hereinafter called "County", and the CITY OF SAN JOSE, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

WHEREAS, County and City wish to improve the intersection of Race Street and Auzerais Avenue by installation of traffic signals therein and interconnection of said traffic signals with traffic signalization at certain other street intersections; and

WHEREAS, the area of said intersection of Race Street and Auzerais Avenue that is proposed to be improved as hereinabove mentioned, is approximately 25% in the unincorporated territory of County, and approximately 75% within the limits of City, and County and City wish to provide for payment of their respective shares of the costs of installing all of said improvements at the intersection of Race Street and Auzerais Avenue and interconnecting said traffic signals with existing traffic signals at the intersections of Auzerais Avenue and Lincoln Avenue, Race Street and West San Carlos Street, and Auzerais Avenue and Meridian Road (all of which is hereinafter referred to as "said project").

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements, and subject to the conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. City shall proceed with diligence to prepare plans and specifications for said project and upon completion thereof, shall submit a copy of said plans and specifications to County for its approval thereof.

RECEIVED

Date MAR 8 1965
APPROVED [Signature]
By: CE GC PC DFW FLO
NO: _____ ABSTAINS: _____

2. Upon approval of said plans and specifications by the Board of Supervisors of County, County shall notify City thereof and thereafter City shall advertise for bids for the construction and installation of said project. In the event that City receives a bid therefor that is satisfactory to the Council of City, City shall thereafter award a contract for construction and installation of said project, and shall supervise the construction and installation thereof to completion. City further agrees to require any contractor to whom it may award a contract to construct and install said project to take out and maintain in full force and effect during the construction and installation of said project and until acceptance thereof by City, a policy of public liability and property damage insurance which shall insure City, County and their respective officers and employees with respect to liability arising out of or in any way connected with the construction and installation of said project. Limits of liability in such policy shall not be less than \$500,000 each person, \$1,000,000 each occurrence, for bodily injury liability and \$500,000 each occurrence and \$1,000,000 in the aggregate for property damage liability. Said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations thereof, and if City, County or their respective officers or employees, or any of them, have other insurance against a loss covered by said policy, that other insurance shall be excess insurance only.

3. Within thirty (30) days from and after the effective date of any ordinance of City authorizing execution of this agreement on behalf of City, County shall pay to City the sum of \$9,000, which is the total amount presently estimated by City to be the cost of construction and installation of said project within the limits of County.

4. (a) As used in this agreement, the term "cost of construction and installation" of said project shall mean the sum total of all costs incurred and expenditures made by City, including but

not limited to engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses of inspection, publication, advertising and printing, costs of the contract awarded by City for construction and installation of said project, cost of extra work authorized by City, and cost of all materials and supplies not included in the contract price of said construction contract.

(b) Upon completion of said project, City shall pay the contract cost of said project and shall thereafter prepare and furnish to County a final accounting of said cost of construction and installation of said project in its entirety.

(c) In the event said accounting shows that 25% of the cost of construction and installation of said project, as finally determined, is less than the sum of \$3,000, City shall refund to County the difference between the sum of \$3,000 and 25% of said cost of construction and installation. In the event said accounting shows that 25% of the cost of construction and installation of said project, as finally determined, is more than the sum of \$3,000, no additional sum shall be paid by County to City.

WITNESS THE EXECUTION hereof the day and year first hereinabove written.

ATTEST: JEAN FULLAN, Clerk
Board of Supervisors

Jean Fullan

COUNTY OF SANTA CLARA,

By Sig Sanchez
Chairman, Board of Supervisors

ATTEST: By Francis L. Greiner
Deputy

Francis L. Greiner
City Clerk

CITY OF SAN JOSE, a municipal corporation,

By [Signature] Mayor
And Franklin D. Imhoff
City Manager Deputy

APPROVED AS TO FORM

[Signature]
Deputy County Counsel

#6
March 9, 1963

Mr. Francis L. Greiner, Clerk
City of San Jose
First and Mission Streets
San Jose, California

Subject: Agreement for Sharing Costs of Signalization of
Intersection of Race Street and Auzerais Avenue

Dear Mr. Greiner:

Attached you will find an original and three copies of an agreement between the City of San Jose and the County of Santa Clara relating to the sharing of costs for signalization of intersection at Race Street and Auzerais Avenue.

The Board of Supervisors at its regularly scheduled meeting on March 8, 1963 authorized its Chairman to execute this agreement on behalf of the County of Santa Clara.

After execution on behalf of the City of San Jose, we would appreciate your returning a fully executed copy to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:DMR:jc

Encls.



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: February 26, 1965

FOR: BOARD OF SUPERVISORS AGENDA OF March 8, 1965

FROM: STEFFANI, Public Works, Design

TITLE: Agreement for Sharing Cost of Signalization of the intersection of Race Street and Auzerais Avenue.

DESCRIPTION:

The agreement provides for the signalization ~~of the intersection~~ of the intersection of Race Street and Auzerais Avenue.

The work will be performed by the City of San Jose. One-fourth of the intersection is within the County jurisdiction.

Signals are warranted.

Approval is recommended.

ECS:ee

Attachments

APPROVED: James T. Pott
JAMES T. POTT, COUNTY ENGINEER

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

