

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE EQUIREAL DEVELOPMENT CORPORATION RELATING
TO THE MODIFICATION OF THE EXISTING TRAFFIC SIGNALS
AT BASCOM AVENUE AND RENOVA DRIVE INTERSECTION
AND THE SHARING OF COSTS THEREOF

ORIGINAL

THIS AGREEMENT, made and entered into this MAY 17 1983 day of _____
by and between the Equireal Development Corporation (Hereinafter referred to as
"The Developer") and the County of Santa Clara, a political subdivision of the
State of California, (Hereinafter referred to as "The County").

WITNESSETH:

WHEREAS, it is in the public interest that the traffic signals be modified
at the intersection of Bascom Avenue and Renova Drive (hereinafter referred to
as "said Project"). And that the Developer and the County desire to share the
Maintenance costs of said Project with the Developer to pay 100% of all related
construction costs of the Bascom Professional Center Development Center
Vehicle Access to Bascom Avenue at the intersection; and

WHEREAS, it is in the best interest of orderly and economic construction
practices to complete said project through joint action of the Developer and
the County and under a single contract, awarded and administered by the
Developer;

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

1. Scope of Project. The Scope of said project consists of the necessary
roadwork, modification of traffic signals, signing, and roadway
striping/markings at the intersection of Bascom Avenue and Renova Drive.
2. Preparation of Plans and Specifications. The Developer shall cause to
be prepared or prepare and submit to the County for approval, plans and
specifications for said project. Upon approval of plans and specifications by
the County, the Developer shall administer the construction contract for said
project. Subject to paragraph(s) 3,4 and 8. It is understood that said
project may be included within a construction contract embracing additional
work not within the scope of said project.
3. Acquisition of Property. Acquisition of real property is not
anticipated as the entire said project should be contained within the property
limits of the Developer and/or the County.
4. Sharing of Costs. The Developer agrees to complete said project at no
cost to the County. The Developer further agrees to pay to the County within
fifteen (15) days after approval of plans and specifications a flat sum of four
thousand dollars (\$4,000) to cover the County's costs for the County
construction inspection and testing of said project.

MAY 17 1983

1 orig. EquiReal Development Corporation, 1 cc County Counsel, 1 cc County Controllers, 1 cc
Development, 1 cc General Services 5/19/83

5. Insurance. The developer shall assume the defense and indemnify and save harmless the County, its officers, agents and employees, from every expense, liability of payment by reason of injury "including death" to persons, to damage to property suffered through any act of omission, including passive negligence 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 way from the work called for by this agreement, on any part of the premises, including the performance or non-performance 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 or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

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 Developer or supervisory acts of the officers and employees of the County of Santa Clara with respect to this Agreement. 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); 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 the County of Santa Clara, individually or collectively have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

6. Termination. This agreement shall terminate on January 1, 1984 if the Developer has not awarded a contract for construction of said project prior to that date. In the event of such termination, The County shall refund to the Developer all sums deposited with the County under paragraph 4 of this agreement.

7. Administering Agency. In the exercise of this Joint Agreement, the Developer shall be the administering agency. The Developer shall furnish the County the necessary easements to provide County access to that area of said project located outside the Right of Way Limits Of Bascom Avenue.

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

9. Maintenance. County shall operate and maintain said project upon completion. The Developer's and/or his assignee's share of the operating and maintenance costs for said project shall be a flat sum of \$7,000.00 payable in twenty (20) semi-annual payments of \$350.00 each, to the County and commencing upon the completion of said project as established in this agreement. It is

understood and agreed that the developer and/or his assignee will provide all easements for Maintenance Purposes required by the County for the, operation and maintenance of the traffic signal installation at the intersection of Bascom Avenue and Renova Drive.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

EQUIREAL DEVELOPMENT CORPORATION

APPROVED:

MAY 17 1983

APPROVED AS TO FORM

Harriet L. Keenan
Deputy County Counsel

Attest:

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

BY: *Mark D. Brown*

COUNTY OF SANTA CLARA, a political subdivision of the State of California

By *Rebecca Q. Morgan*
Board of Supervisors
Rebecca Q. Morgan

MAY 17 1983

County of Santa Clara
California

County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
299-4321 Area Code 408

Agenda Item #6
May 17, 1983

Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Rebecca G. Morgan, District 5

May 19, 1983

EquiReal Development Corporation
801 Twelfth Street, Suite 200
Sacramento, CA. 95814
Attn: Mark S. Disbrow
Vice President Development

Subject: Agreement with: above

for: modification of the existing traffic signals
at Bascom Avenue and Renova Drive intersection
for period ending January 1, 1984.

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 May 17, 1983
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


Deputy Clerk

DMR:am
Enclosure

THIS IS BEING FORWARDED
TO YOU BOR YOUR CBMIS
ENTRY AND TRNAMITTAL
TO FINANCE.

No.....

Job No.....

Change Order No.....

Agenda Item #6
May 17, 1983

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE May 19, 1983

AGREEMENT

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

May 17, 1983

Project to be charged Agreement with EquiReal Development Corporation
relating to modification of the existing raffic signals at
Bascom Avenue & Renova Drive intersection.

For the amount of \$ see attachment

Contractor County of Satna Clara

Completion Date January 1, 1984

Budget Item (for Controller's use)

Donald A. Rains *SEA*

Clerk of the Board

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

SK



ORIGINAL, D. 4

Prepared by McBeath
Reviewed by Montini
Submitted by Graebner

TRANSMITTAL MEMORANDUM

Page 1 of 2

DATE: April 29, 1983

COUNTY BOARD OF SUPERVISORS: Agenda Date May 17, 1983 Item No. _____
TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

In

FROM: LOU MONTINI, ASSISTANT DIRECTOR

SUBJECT: COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE EQUIREAL DEVELOPMENT CORPORATION RELATING TO THE MODIFICATION OF THE EXISTING TRAFFIC SIGNALS AT BASCOM AVENUE AND RENOVA DRIVE INTERSECTION

RECOMMENDED ACTION:

Approval of the attached County of Santa Clara/EquiReal Development Corporation Cost Sharing Agreement which provides for traffic signal modification at Bascom Avenue and Renova Drive, is recommended.

FISCAL IMPLICATIONS:

This project will be accomplished at no cost to the County. Developer will pay to the County the estimated County costs for inspection/testing and 25% of estimated signal operation and maintenance costs. County's estimated cost of Traffic Signal Operation and Maintenance is \$2800.00 per year.

REASONS FOR RECOMMENDATION:

Traffic signal modification at Bascom Avenue at Renova Drive is required to service the new access to Bascom Avenue opposite the existing Renova Drive which will service the Bascom Professional Center Development.

BACKGROUND:

The Development has been approved by the City of San Jose. Coordination between City of San Jose/Developer/County Transportation Agency has resulted in this Agreement to provide for the development impact upon existing County operated and maintained traffic signals.

APPROVED: DIRECTOR *MLB*
COUNTY EXECUTIVE _____

MAY 17 1983

DATE: April 29, 1983

COUNTY BOARD OF SUPERVISORS AGENDA DATE: May 17, 1983

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE
EQUIREAL DEVELOPMENT CORPORATION RELATING TO THE MODIFICATION OF
THE EXISTING TRAFFIC SIGNALS AT BASCOM AVENUE AND RENOVA DRIVE
INTERSECTION

CONSEQUENCES OF NEGATIVE ACTION:

County would have to deny the proposed access or bear the entire cost for construction operation and maintenance of the required modification of the existing traffic signal system.

STEPS FOLLOWING APPROVAL:

- . County Approval of Developer's Plans and Specifications.
- . Developer award and administer construction contract.
- . County operate and maintain modified traffic signal.

LM:RJM:lp

