

Roads Costs + Agmts
Cost Sharing Bureau
Rd #130

6

November 14, 1963

City of San Jose
City Hall
First & Mission Streets
San Jose, California

Subject: Agreement with the City of San Jose
for Payment of Costs of Improvement
of Bascom Avenue.

Dear Sirs:

Enclosed you will find a fully executed copy of an agreement between the County of Santa Clara and the party(ies) named above. The Board of Supervisors at its regularly scheduled meeting on the above date approved this agreement on behalf of the County. The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP;DMR:
Encl.

cc: Public Works w/Agmmt.

No. 3

#6

ord 11088

SD 4

10/10

AGREEMENT FOR PAYMENT OF COSTS OF IMPROVEMENT OF BASCOM AVENUE

THIS AGREEMENT, made and entered into this _____ day of NOV 12 1963, 1963, 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".

WHEREAS, City and County wish to improve Bascom Avenue (formerly San Jose-Los Gatos Road) between Lindaire Avenue and a point approximately one thousand (1000) feet north of Fruitdale Avenue; and

WHEREAS, the area of the portion of Bascom Avenue proposed to be improved is approximately 2.5% within the limits of City, and approximately 97.5% within the unincorporated territory of County, and City and County wish to provide for the payment of their respective shares of the costs of constructing said improvements.

NOW, THEREFORE, City and County hereby agree as follows:

1. County shall proceed with diligence to prepare plans and specifications for the improvement of Bascom Avenue, between Lindaire Avenue and a point approximately one thousand (1000) feet north of Fruitdale Avenue (herein for convenience referred to as "said project"), and submit a copy of said plans and specifications to City for its approval thereof.

2. Upon approval of the plans and specifications by City, County shall advertise for bids for the construction of said project, award a contract therefor, and supervise the construction thereof to completion. County agrees to require any contractor engaged to construct said project to take out and maintain in full

CL COUNSEL
PLW

Date NOV 12 1963

APPROVED [Signature]

RE: CE CC PC DPW FLD

NO: _____ ABSTAINS: _____

force and effect, during the construction of said project, public liability and property damage insurance in form and limits of liability acceptable to City, insuring City, its officers and employees, from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

3. Within thirty (30) days after approval of said plans and specifications, City shall pay to County the sum of Five Hundred Dollars (\$500.00), which is the total amount presently estimated by County's Engineer to be the construction cost of the portion of said project within the incorporated territory of City.

4. (a) As used in this agreement, the term "construction cost" of said project shall mean the sum total of all the costs incurred and expenditures made by County, including but not limited to, engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by County for the construction of said project, cost of extra work authorized by County, and cost of all materials not included in the contract price of said construction contract.

(b) Upon completion of said project, County shall pay the cost of the construction contract awarded by County for the construction of said project and cost of extra work authorized by County, to its contractor, and shall thereafter prepare and furnish to City a final accounting of said construction cost. Said accounting shall show the final construction cost for said project in its entirety.

(c) In the event said accounting shows that 2.5% of the final construction cost is less than the sum advanced to County by City under paragraph 3 hereof, County shall refund to City the difference between the sum of Five Hundred Dollars (\$500.00) and

2.5% of the final construction cost. In the event said accounting shows that 2.5% of the final construction cost is more than the sum advanced by City to County under paragraph 3 hereof, no sum in addition to said sum of Five Hundred Dollars (\$500.00) shall be paid by City to County.

5. Notwithstanding the provisions of paragraph 4 above, in the event of annexation by City of any of the area of said project before approval of said plans and specifications by City, County's and City's share of the cost of construction shall be adjusted under the provisions of this paragraph, and County's share of the cost of construction shall be 97.5% of said cost less the percentage the part annexed bears to the total area of said project. For purpose of computing County's share of said cost, the following formula shall be used:

$$\frac{\text{square feet of area annexed}}{\text{total square footage}} \times 100 = \text{percent of square footage annexed}$$

$$97.5 \text{ percent minus percent of square footage annexed} \times \text{cost of construction} = \text{County's share of cost of construction.}$$

6. County shall award a contract for the construction of said project on or before November 1, 1963. Except for reasons beyond the control of County, failure to award a contract on said date shall terminate this agreement ipso facto, and the same shall be of no further force or effect.

WITNESS THE EXECUTION hereof, the day and year first

hereinabove written.

COUNTY OF SANTA CLARA

By *R. M. ...*
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

CITY OF SAN JOSE

By *Robert Welch*
Mayor

And *A. P. ...*
Frederick D. ...
City Manager

ATTEST: FRANCIS L. GREINER

By *Francis L. Greiner*
City Clerk

CERTIFICATE: I, JACK M. MARZLUFT, City Auditor of the City of San Jose, hereby certify that there is and remains in the City Treasury an unexpended balance of \$ 500. IN FUND 691 for the payment of the sum provided by the above contract to be paid by the City of San Jose, and that sum is applicable to such payment.

Jack M. Marzluff
City Auditor

SD 4

#6



CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE CYPRESS 2-3141

CITY CLERK

October 30, 1963

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

Gentlemen:

Enclosed please find four copies of Agreement - for Payment
of Costs of Improvement of Bascom Avenue.

for your signature. After signing all copies please return to:

Roy H. Hubbard, Assistant City Clerk, City Hall, San Jose, California

for completion. When all copies have been executed we will send you

a copy for your files. ~~Attached for your information is a copy of~~

~~Resolution 14867, establishing insurance requirements for persons~~

~~entering into contracts with the City of San Jose.~~

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

By: Roy H. Hubbard
Deputy

Enc.

AGREEMENT SUPPLEMENTING AGREEMENT ENTITLED "AGREEMENT BETWEEN CITY OF SAN JOSE AND COUNTY OF SANTA CLARA FOR CONTRIBUTION TO COST OF IMPROVEMENT OF PORTION OF BASCOM AVENUE"

AGREEMENT, made and entered into this 9th day of April, 1958, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California, hereinafter called "City", and the COUNTY OF SANTA CLARA, a body politic, hereinafter called "County";

W I T N E S S E T H:

WHEREAS, execution of that certain agreement entitled "Agreement Between City of San Jose and County of Santa Clara for Contribution to Cost of Improvement of Portion of Bascom Avenue", form dated 3/3/58, was authorized by Ordinance No. 6168 of the Council of the City of San Jose, passed to print on the 3rd day of March, 1958; and

WHEREAS, said agreement has not yet been executed by the parties; and

WHEREAS, it is in the best interests of County and City to supplement said agreement by adding to Paragraph 9 thereof;

NOW, THEREFORE, it is agreed by the parties hereto that there shall be added to Paragraph 9 of the above mentioned agreement the following sentence:

"The provisions of this paragraph shall not apply to accidents or occurrences occurring after the date the City Engineer accepts and approves, in writing, the work and improvements done and made

within the city limits of the City of San Jose."

WITNESS the execution hereof the day and year first
hereinabove written.

CITY OF SAN JOSE

By 
Mayor

ATTEST:


City Clerk

And 
City Manager

COUNTY OF SANTA CLARA

By 
Chairman of Board of Supervisors

139

AGREEMENT BETWEEN CITY OF SAN JOSE AND
COUNTY OF SANTA CLARA FOR CONTRIBUTION
TO COST OF IMPROVEMENT OF PORTION OF
BASCOM AVENUE.

THIS AGREEMENT, made and entered into this 9th day of
April, 1958, by and between the CITY OF SAN JOSE,
a municipal corporation of the State of California, hereinafter
called "City", and the COUNTY OF SANTA CLARA, a body politic,
hereinafter called "County";

W I T N E S S E T H:

WHEREAS, Bascom Avenue between Forest Avenue and Naglee
requires widening and improvement; and

WHEREAS, portions of said Bascom Avenue are located within
City and portions within County; and

WHEREAS, it is to the mutual advantage of City and County to
improve said portion of Bascom Avenue under a single construction
contract;

NOW, THEREFORE, the parties hereto do hereby mutually agree
as follows:

1. County agrees to prepare complete plans and specifications
for the widening and improvement of said portion of Bascom Avenue.
2. County agrees to present said plans and specifications
to the City Council and obtain said Council's approval thereto
prior to commencing construction or awarding a contract for said
construction.
3. County agrees to provide all engineering and inspection
services.
4. County agrees to pay and assume the total cost for said
construction project, except that City shall pay to County a

portion of said costs at the times and in the manner hereinafter in Paragraph 6 provided.

5. County agrees to acquire, at its sole cost and expense, title to all the real property needed for said project, except that City shall acquire, at its sole cost and expense, title to those parcels of real property described in Paragraph 7 hereof.

6. City agrees to pay to County 26.84% of the cost of said construction project, not to exceed \$17,300.00. Said cost shall not include inspection, engineering, supervision and similar costs. City's said share shall be paid to County as follows: \$11,000.00 upon proper execution of this contract by County and City. The balance, if any, upon completion and acceptance of said project, and receipt from County of a satisfactory detailed statement of costs.

7. City agrees to acquire as soon as is reasonably possible title to or obtain possession by court order of the following described parcels of real property:

(a) A strip of land of sufficient width on the westerly side of Bascom Avenue necessary for widening, in accordance with said plans to be approved by said City, which commences at a point 150 feet northerly of the intersection of the westerly line of Bascom Avenue with the northerly line of Bailey Avenue, running thence northerly along Bascom Avenue to the intersection of said westerly line of Bascom Avenue with the southerly line of Forest Street.

(b) A strip of land of sufficient width on the easterly side of Bascom Avenue necessary for widening, in accordance with said plans to be approved by said City, which commences at the intersection of the northerly line of Forest Avenue with the easterly line of Bascom Avenue, and running northerly from said point along the easterly line of Bascom Avenue to the point where the northerly line of Lot 11, Block 1, as shown on that certain

map entitled "Map of Interurban Park Tract", which map was filed for record in the office of the County Recorder of the County of Santa Clara, State of California, on December 5, 1904 in Book K of Maps, page 21, intersects the easterly line of Bascom Avenue.

8. County shall not award a contract for said project until City has acquired title to said parcels or obtained possession thereof.

9. County agrees to indemnify and hold harmless City, its officers and agents from any and all loss or damage, and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any person or persons, because of or arising or resulting from the doing of any act by County, its officers, agents and employees, its contractor or subcontractors, their agents and employees, or because of or arising or resulting from the failure or omission of County, its officers and agents and employees, its contractor or any subcontractor, their agents and employees, with respect to said project, or arising or resulting from the negligence of the County, its officers, agents and employees, its contractor or subcontractors, their agents or employees, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said acts or omissions.

WITNESS the execution hereof the day and year first hereinabove written.

CITY OF SAN JOSE

By


Mayor

And


City Manager

ATTEST:


City Clerk

COUNTY OF SANTA CLARA

By


Chairman of Board of Supervisors

COUNTY OF SANTA CLARA
 DEPARTMENT OF PUBLIC WORKS

PLAN FOR THE IMPROVEMENT OF
 SOUTH BASCOM AVENUE

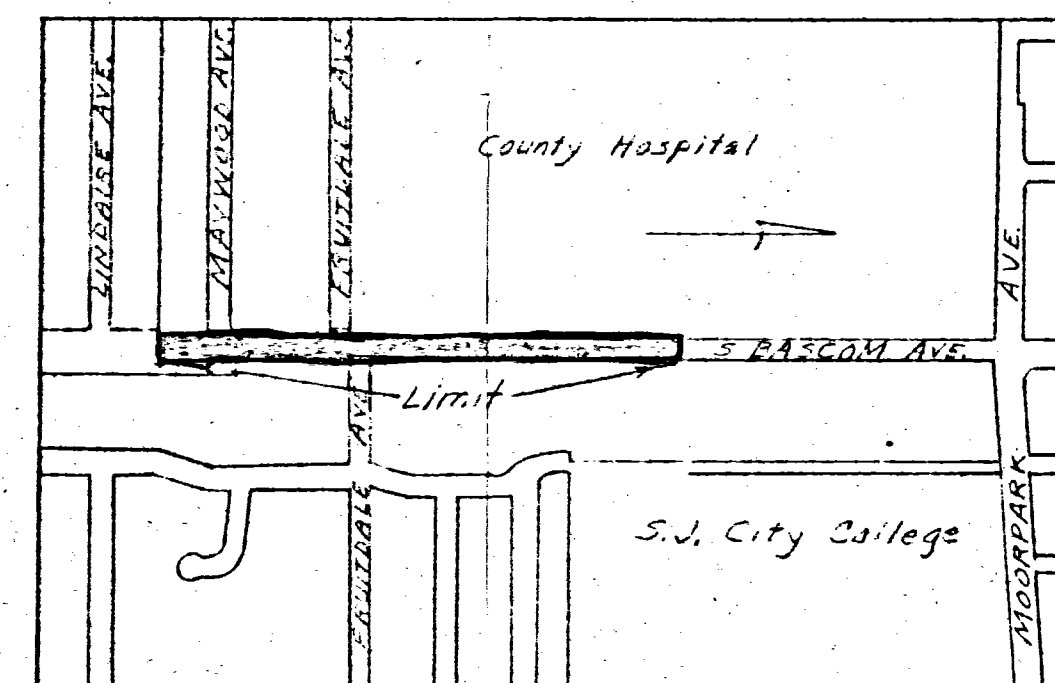
AT
 FRUITDALE AVENUE

SUPERVISING ENG., HYDRAULIC DIVISION
 CE NO.

E. Catlett
 SUPERVISING ENG., DESIGN DIVISION
 CE NO. 6455

TRAFFIC DIVISION

ASSISTANT DIRECTOR OF PUBLIC WORKS
 CE NO.



PROJECT LOCATION
 Scale: 1" = 600'

COUNTY OF SANTA CLARA
 DEPARTMENT OF PUBLIC WORKS

SUBMITTED - CE NO. APPROVED - DEPT OF PUBLIC WORKS
 LB TB DESIGNED *MLR* DRAWN *MLR* CHECKED
 WO 2201 SHEET 1 OF 6 SHEETS FILE NO.

Date: 8-63