



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

*Roads - CVA
Cost Sharing
P.O. City*

*Shi...
West Valley Freeway*

CITY HALL
TELEPHONE 282-3141

September 16, 1970

County of Santa Clara
Room 524
County Administration Bldg.
70 W. Hedding Street
San Jose, CA 95110

Gentlemen:

Enclosed is an executed copy of AGREEMENT FOR IMPROVEMENT OF
BASCOM AVENUE BETWEEN UNION AVENUE & WEST VALLEY FREEWAY
for your files.

Sincerely,

ROY H. HUBBARD
ASSISTANT CITY CLERK

By: Mrs. Linda Crosby
Deputy City Clerk

Enc.

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR IM-
PROVEMENT OF BASCOM AVENUE BETWEEN UNION
AVENUE AND WEST VALLEY FREEWAY.

AGREEMENT, made and entered into this SEP 1 1970 day of _____, 1970, 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 political subdivision of the State of California, hereinafter called "County";

W I T N E S S E T H:

RECITALS:

- A. An improved public street designated as Bascom Avenue presently exists between Union Avenue and West Valley Freeway.
- B. The public interest requires that that portion of Bascom Avenue between Union Avenue and West Valley Freeway be widened to a width of 120 feet and improved with curbs, gutters, and storm drainage facilities, which said widening and improvement of said portion of Bascom Avenue shall be hereinafter called the "Project". Approximately 40% of said Project is situate within the unincorporated area of County and approximately 60% of said Project is situate within the City of San Jose. City and County desire to accomplish said Project by a joint effort.

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

- 1. Plans and Specifications for the Project. County shall, at its sole cost and expense, proceed with diligence to prepare a record of survey of the monument line of existing Bascom Avenue between Union Avenue and West Valley Freeway, descriptions of the real property required for the Project based on said record of survey, and plans and specifications for the Project.

2. Sharing of Construction Costs of the Project. City and County agree to share the construction costs of the Project as follows: County agrees to pay for 40% of the said construction costs and City agrees to pay for 60% of the said construction costs, except that all costs incurred in the furnishing of materials and installation of sanitary sewer facilities and any other improvements which are not eligible for Federal Aid Secondary Urban Extension Funds, which said sanitary sewer facilities and any other ineligible improvements shall be hereinafter referred to as non-participating items, shall be borne by the party which requests them.

City shall contribute towards the construction costs of the Project, all Federal Aid Secondary Urban Extension Funds, hereinafter called U. E. funds, which City receives from the State of California for the construction costs of the Project, plus an additional sum of money which shall equal the amount of said U. E. funds received by City and the construction cost of any non-participating items requested by the City. City agrees to deposit with County after a local agency agreement has been entered into between the County, City and the State of California, providing for the contribution of U. E. funds toward the construction costs of the Project such sum of money as shall equal the amount of the U. E. funds which City is to receive from the State of California for the construction costs of the Project, pursuant to the terms of said executed local agency agreement plus the construction cost of any non-participating items requested by the City. County agrees to expend such money deposited by City for construction costs of the Project and for no other purpose or purposes. It is understood that all U. E. funds which City receives from the State of California pursuant to said executed local agency agreement will be disbursed directly to County, and City agrees that County may use such U. E. funds received by City to pay for construction costs of the Project. County agrees to expend such U. E. funds received by City and disbursed to County on the construction costs of the Project and for no other purpose or purposes.

County shall contribute towards the construction costs of the Project, all U. E. funds which County receives from the State of California for the construction costs of the Project, plus such additional sum of money as shall equal said U. E. funds and the construction costs of any non-participating items requested by the County.

3. Sharing of Acquisition Costs. City and County agree to share the acquisition cost of the Project as hereinafter provided. City shall acquire all the real property required for the Project which lies within the City and shall pay for all acquisition costs thereof. County shall acquire all the real property required for the Project which lies within the unincorporated area of the County and shall pay for all acquisition costs thereof.

4. Award of Contract. After approval by the City and County of the record of survey, descriptions and plans and specifications for the Project and the real property necessary for the Project has been acquired either by deeds having been recorded or orders of immediate possession having been obtained, served on all necessary parties and having become effective, County shall forthwith advertise for bids for the construction of the Project and subject to and in accordance with applicable laws, award a contract or contracts for the construction of the Project in accordance with said plans and specifications. County shall administer any such contract or contracts and shall furnish all engineering services and inspection necessary for the completion of the Project in accordance with said plans and specifications. County shall pay for the construction costs of the Project, and in that connection agrees to apply all money deposited by City with County pursuant to Paragraph 2 hereof, as well as all U. E. funds received by City from the State for construction costs of the Project and disbursed directly to County.

5. 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 said 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.

Said 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 shall be excess insurance only.

6. 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. Upon completion of the Project, County shall prepare and furnish to City a final detailed accounting in full of the construction costs of the Project.

Construction costs as used in this agreement shall mean the total of all costs and expenses incurred by County in connection with the Project relating to engineering, preparing plans and specifications and contract documents, publication, advertising and printing, inspection and supervision, and the final cost of the construction contract or contracts awarded by County for the Project (including the cost of any extra work or materials not included in the contract price of said construction contract but provided for and authorized by City and County in accordance with the provisions of the contract documents).

7. Matching Credits. It is understood and agreed that City and County shall both be authorized to claim matching credits if they so choose for their share of eligible funds expended on said Project.

8. Final Accounting. In the event that the said accounting shows that City's share of the final construction costs of the Project is less than the total of the U. S. funds received by City from the

State for construction costs of the Project and disbursed directly to County, plus the sum deposited by City with County pursuant to paragraph 2 hereof, County shall refund to City forthwith the difference between the total of said U. E. funds and the sum deposited by City with County and City's share of the final construction costs of the Project. In the event said accounting shows that City's share of the final construction costs of the Project is more than the total of said U. E. funds and the said sum deposited by City with County, City shall pay to County forthwith the difference between City's share of the final construction costs of the Project and the total of said U. E. funds and the said sum deposited by City with County.

9. In the event any territory within the Project is annexed to City before the date of approval of said plans and specifications by County, County's share of the total contract cost shall be reduced by the ratio the amount of territory annexed bears to the total area of the Project, except that County shall continue to bear the construction costs of any non-participating items requested by County for the Project which are installed within the territory so annexed.

10. Failure to Execute Local Agency Agreement. It is understood and agreed that in the event a local agency agreement has not been executed by City, County and the State of California by May 15, 1971, providing for the contribution of U. E. funds towards the construction

costs of the Project, this agreement shall be null and void.

WITNESS THE EXECUTION HEREOF the day and year first herein-
above set forth.

APPROVED AS TO FORM:

DONALD C. ATKINSON
Division Chief Attorney

ATTEST:

James L. Rennie
City Clerk

CITY OF SAN JOSE, a municipal
corporation

By [Signature]
Mayor

And T. W. FLETCHER
Franklin D. Ingber, Agent
City Manager
"City"

APPROVED AS TO FORM:

County Counsel

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Donald M. Rains

Donald M. Rains
Assistant Clerk
Board of Supervisors

COUNTY OF SANTA CLARA, a political
subdivision

By [Signature]
Chairman, Board of Supervisors

By _____
Title:

Board of Supervisors
70 West Hedding Street
San Jose, Calif. 95110

"County"

FPP:DCA:tc-B
7/3/70

RESOLUTION NO. 38107

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE
AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
AN AGREEMENT WITH THE COUNTY OF SANTA CLARA PROVID-
ING FOR THE SHARING OF COSTS OF WIDENING AND IM-
PROVING BASCOM AVENUE BETWEEN UNION AVENUE AND WEST
VALLEY FREEWAY, AND AUTHORIZING THE DIRECTOR OF
PUBLIC WORKS TO EXPEND FOR SAID PURPOSE MONEYS
PROPERLY APPROPRIATED THEREFOR .

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

SECTION 1. The Mayor and City Manager are hereby authorized and directed to execute, on behalf of the City of San Jose, that certain agreement between the City of San Jose, a municipal corporation of the State of California (hereinafter called City), and the County of Santa Clara, a political subdivision of the State of California (hereinafter called County), namely, "Agreement Between the City of San Jose and the County of Santa Clara For Improvement of Bascom Avenue Between Union Avenue and West Valley Freeway", form dated 7/3/70, a copy of which said agreement is on file in the office of the City Clerk and to which reference is hereby made for all of its terms and provisions.

Said agreement provides for the sharing by City and County of the acquisition costs and construction costs of the widening and improvement of Bascom Avenue between Union Avenue and West Valley Freeway in the manner provided for in said agreement. Said agreement further states that County shall award the construction contract for the Project (as that term is defined in the said agreement), shall require insurance from any contractor awarded a contract for any portion of the Project insuring both City and County. Said agreement additionally provides that in the event a Local Agency Agreement has not been executed by City, County and the State of California by May 15, 1971, providing for the contribution of Federal Aid Secondary Urban

Extension Funds towards the construction costs of the Project, said agreement shall be null, and void.

SECTION 2. The City Manager and the Director of Public Works are authorized and directed to carry out the terms and provisions of said agreement on behalf of City and the Director of Public Works is authorized to expend such sums of money as are necessary to carry out City's obligations under said agreement from moneys properly appropriated therefor

ADOPTED this 17th day of August, 1970, by
the following vote:

AYES: Councilmen - Colla, Goglio, Gross, Shaffer and James.

NOES: Councilmen - None.

ABSENT: Councilmen - Hays and Mineta.

Mayor

RONALD R. JAMES

ATTEST: FRANCIS L. GREINER

City Clerk

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:

Francis L. Greiner, City Clerk
of the City of San Jose, Calif.

By: Judith C. Ross Deputy

Dated: August 19, 1970

Form No. 170-40

Void if detached

4,

September 2, 1970

Mrs. Judith C. Ross
City Clerk's Office
City of San Jose
Room 116
801 North First St.
San Jose, Ca. 95110

Subject: Agreement between the City of San Jose
and the County of Santa Clara for
Improvement of Bascom Avenue between
Union Avenue and West Valley Freeway

Gentlemen:

Enclosed is an original and one copy of the captioned Cost-Sharing Agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors at its regularly scheduled meeting on September 1, 1970, approved this Agreement on behalf of the County.

After execution of this Agreement, please return the copy to this office. The original Agreement is for your records.

Very truly yours,

BOARD OF SUPERVISORS

Drina Collins
Deputy Clerk

dc

Enclosures: 2

WHITE - Controller
CANARY - County Executive
PINK - Central Service or
GOLD. ROD - County Engineer
GREEN - File

No. _____

JOB No. _____

Change Order No. _____

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE September 1, 1970

Cost-Sharing Agreement

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

September 1, 1970

Project to be charged Agreement between the City of San Jose
and the County of Santa Clara for Improvement of Bascom
Avenue between Union Ave. & West Valley Freeway

For the amount of \$ See Agreement

~~City of San Jose, Santa Clara County, California~~

Completion Date See Agreement

Budget Item _____ (for Controller's use)

Donald M. Rains
Assistant Clerk of the Board

DNR:dc

California

TRANSMITTAL MEMORANDUM

S.D. 1

#4

Page of

DATE: August 21, 1970

FOR: BOARD OF SUPERVISORS AGENDA OF September 1, 1970

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF
SANTA CLARA FOR IMPROVEMENT OF BASCOM AVENUE BETWEEN UNION
AVENUE AND WEST VALLEY FREEWAY

DESCRIPTION:

This agreement provides for the sharing of costs for the construction of the Bascom Avenue project between Union Avenue and the proposed West Valley Freeway. This project involves widening of the existing road to 6 lanes with a continuous two-way left turn lane in the median. This is the same section that is being constructed on the current Bascom Avenue project between San Carlos Street and Union Avenue.

The County and the City have received an allocation from the California Highway Commission for Urban Extension Funds to be used on this project.

Approval is recommended.

After execution please send two (2) copies of the agreement to:

City Clerk's Office
City of San Jose
Room 116
801 North First Street
San Jose, California 95110

Attention: Mrs. Judith C. Ross

LM:JYT:vlh

attachments

APPROVED: JAMES POTT _____

HOWARD CAMPEN _____

AGENDA DATA: DATE: _____

BOARD ACTION: _____

ITEM NO: _____

memorandum

Pending Roads



TO	Public Works Department	FROM	Board of Supervisors
SUBJECT	Agmt with San Jose - Impvt of Bascom Ave.	DATE	Aug. 20, 1970

Please review this agreement and return all papers with your recommendation to the Board of Supervisors.

Thank you,

Eileen Owen

Attachments - letter and agreement (with City resolution)



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

August 19, 1970

Santa Clara County
Board of Supervisors
524 Administration Building
70 W. Hedding
San Jose, California 95110

AGREEMENTS: IMPROVEMENT OF BASCOM AVENUE BETWEEN UNION AVENUE AND WEST VALLEY FREEWAY; INSTALLATION OF TRAFFIC CONTROL SIGNALS AND INTERSECTION IMPROVEMENTS AT THE INTERSECTIONS OF - BLOSSOM HILL ROAD/KOOSER ROAD, BLOSSOM HILL ROAD/PEARL AVENUE AND BLOSSOM HILL ROAD/CAHALAN AVENUE AND FOR SHARING OF COSTS THEREOF

Enclosed are two copies each of the above captioned agreements. Attached to each separate copy is a certified resolution pertaining to each.

After execution, please return both copies of both agreements to the attention of: Mrs. Judith C. Ross, City Clerk's Office, Room 116, San Jose, California 95110.

Sincerely,

Judith C. Ross
JUDITH C. ROSS
DEPUTY CITY CLERK

Enc. 4

RECEIVED
BOARD OF SUPERVISORS

AUG 20 12 22 PM '70

COUNTY OF
SANTA CLARA