

Roads Conts + Agmt.
Cost Sharing - Bascom
SJ City

35348

FPP:DCA:1b-6c
11/12/68

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR IM-
PROVEMENT OF BASCOM AVENUE BETWEEN WEST
SAN CARLOS STREET AND HAMILTON AVENUE
AND BETWEEN 400 FEET SOUTHERLY FROM
APRICOT AVENUE AND UNION AVENUE.

AGREEMENT, made and entered into this _____ day of
DEC 2 1968, 19_____, 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 West San Carlos Street and Union Avenue.
- B. The public interest requires that that portion of Bascom Avenue between West San Carlos Street and Hamilton Avenue and between 400 feet southerly from Apricot Avenue and Union Avenue 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. Said project shall include the construction of a new bridge over Los Gatos Creek which shall be hereinafter referred to as the structure. Approximately 56% of said project is situate within the unincorporated area of County and approximately 44% 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:

2 Public Works
1 Finance

1. Plans and Specifications for the Project. City 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 West San Carlos Street and Union Avenue, descriptions of the real property required for the project based on said record of survey, and plans and specifications for the project, excluding the structure, and after approval by the City Council of such record of survey, descriptions and plans and specifications submit the said completed record of survey, descriptions and plans and specifications to the County for its approval.

2. Plans and Specifications for the Structure. County shall, at its sole cost and expense, proceed with diligence to prepare plans and specifications for the structure and submit the said plans and specifications to the City for its approval.

3. 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 56% of the said construction costs and City agrees to pay for 44% 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 and before the advertising for bids for the construction 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.

4. Sharing of Acquisition Costs. City and County agree to share the acquisition costs 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.

5. 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 3 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.

6. 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 against a loss covered by such policy that other insurance shall be excess insurance only.

7. 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).

8. PUC Application. City shall take any and all necessary steps to obtain permission from the Public Utilities Commission of the State of California to widen a portion of Bascom Avenue lying within the project located in City across the Southern Pacific Company's railroad tracks and shall prepare or cause to be prepared any applications, documents, charts or exhibits in connection therewith.

9. 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.

10. 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. E. funds received by City from State for construction costs of the project and disbursed directly to County, plus the sum deposited by City with County pursuant to Paragraph 3 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.

11. 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.

12. 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 1, 1970, 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 R. Altman
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation,

By [Signature]
Mayor

ATTEST:

FRANCIS L. GREINER
By [Signature] Deputy City Clerk

A. P. RAMANA

And [Signature] Deputy City Manager

"City"

COUNTY OF SANTA CLARA

By [Signature]
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk Board of Supervisors

[Signature]

"County"

APPROVED AS TO FORM:

Allan R. [Signature]
Deputy County Counsel

RESOLUTION NO. 35348

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 PROVIDING FOR THE SHARING OF COSTS OF WIDENING AND IMPROVING BASCOM AVENUE BETWEEN WEST SAN CARLOS STREET AND HAMILTON AVENUE AND BETWEEN 400 FEET SOUTHERLY FROM APRICOT AVENUE AND UNION AVENUE, AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXPEND FOR SAID PURPOSE MONEYS PROPERLY APPROPRIATED THEREFOR FROM THE 1943 GAS TAX MAINTENANCE AND CONSTRUCTION FUND, THE 1964 GAS TAX CONSTRUCTION FUND AND THE 1966 TRAFFIC IMPROVEMENT BOND FUND, STORM DRAINAGE FEE FUND AND SANITARY SEWER CONNECTION FEE FUND.

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 West San Carlos Street and Hamilton Avenue and Between 400 Feet Southerly From Apricot Avenue and Union Avenue.", form dated 11/12/68, 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 West San Carlos Street and Hamilton Avenue and between 400 feet southerly from Apricot Avenue and Union Avenue 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 1, 1970, 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, the Director of Public Works and the City Attorney 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 from the 1943 Gas Tax Maintenance and Construction Fund, the 1964 Gas Tax Construction Fund and the 1966 Traffic Improvement Bond Fund, Storm Drainage Fee Fund and Sanitary Sewer Connection Fee Fund.

ADOPTED this 1st day of April, 1969, by the following vote:

AYES: Councilmen - Colla, Miller, Mineta, Shaffer, Solari and James.

NOES: Councilmen - None.

ABSENT: Councilmen - None.

Ronald R. James,

Mayor

ATTEST:

Francis L. Greiner
City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

-2- Attest: April 11, 1969

FRANCIS L. GREINER

City Clerk of the City of San Jose,
County of Santa Clara, State of California.

Margaret Marumeta

*Roads Conts + Adj 2016
Cost Sharing - Bascom
San Jose City*

2.

December 2, 1968

Attention: Mr. Jess Torres
Public Works Department
City of San Jose
801 North First Street
San Jose, California

Subject: Agreement with City of San Jose
For Improvement of Bascom Avenue between West
San Carlos Street and Hamilton Avenue, and
between 400' Southerly from Apricot Avenue
and Union Avenue

Dear Mr. Torres:

Enclosed you will find an original and two copies 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 December 2, 1968, authorized its Chairman to execute this agreement on behalf of the County.

After execution of all copies, please return ~~the original~~ and one copy (ies) to this office. The remaining copies are for your records.

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP:kb
Encls. (3)
CC: Public Works Dept., County of Santa Clara

No. 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 December 2, 1968

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

Project to be charged December 2 19 68
Agreement btw County and City of San Jose for
Improvement of Bascom Avenue btw West San Carlos
Street and Hamilton Avenue, and btw 400' Southerly
from Apricot Avenue and Union Avenue

For the amount of \$ As Per Agreement attached

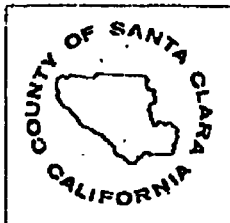
Contractor _____

Completion Date _____

Budget Item _____ (for Controller's use)

JEAN PULLAN
Clerk of the Board

2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: November 19, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF December 2, 1968

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND CITY OF SAN JOSE
RELATING TO THE IMPROVEMENT OF SOUTH BASCOM AVENUE

DESCRIPTION:

This agreement provides for the sharing of costs involved in the construction of the South Bascom Avenue project between West San Carlos Street and Hamilton Avenue and between 400 feet southerly of Apricot Avenue and Union Ave.

Approval is recommended.

Upon execution by the Board of Supervisors please return to Public Works Department (attention: Jess Torres) for further processing through the City of San Jose.

ECS:JYT:vlh

attachments

W.B.

APPROVED:

James T. Pott

JAMES T. POTT, COUNTY ENGINEER

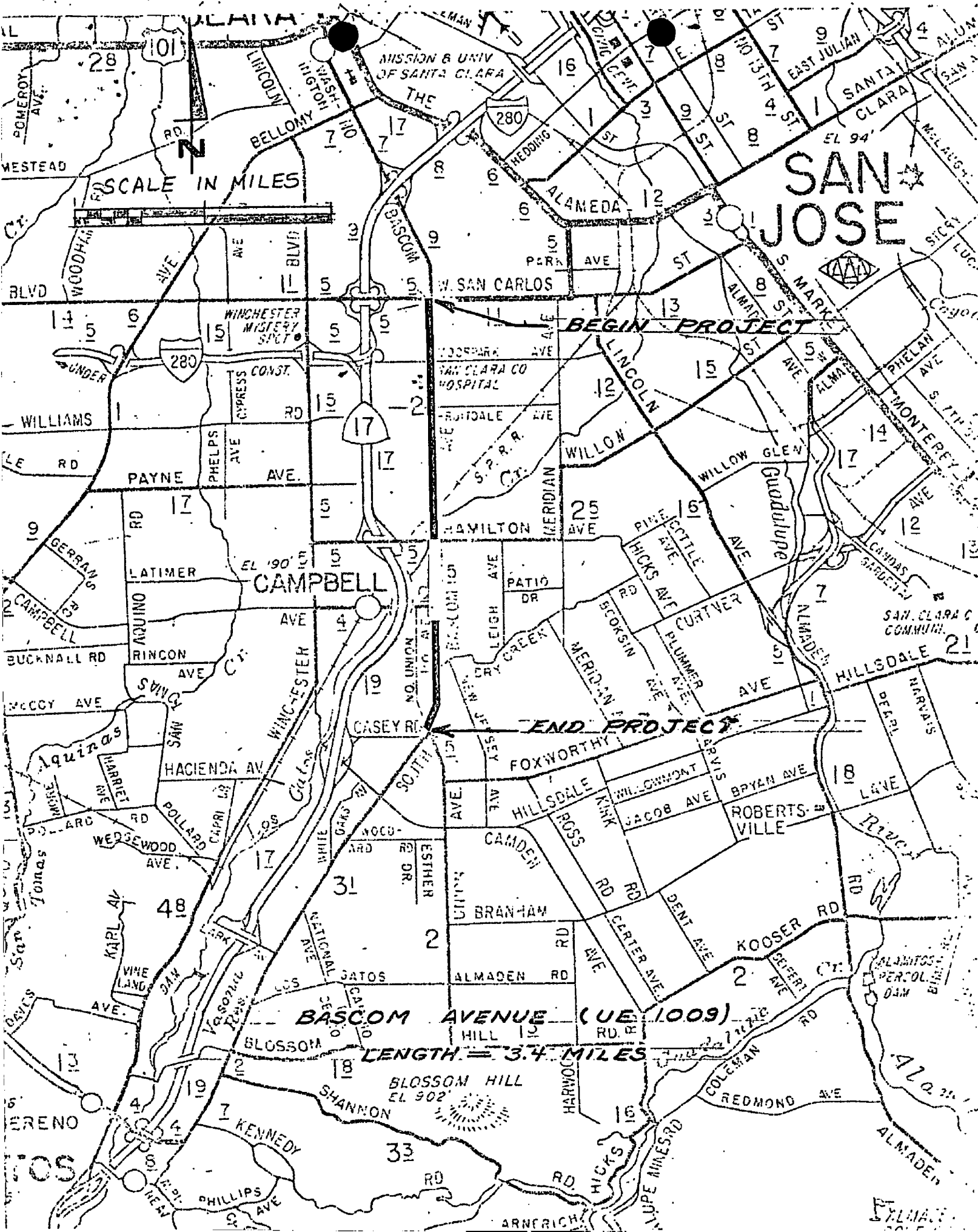
AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

DEC 2 1968
B



SAN JOSE

SCALE IN MILES

BEGIN PROJECT

END PROJECT

BASCAM AVENUE (UE 1009)

LENGTH = 3.4 MILES

BLOSSOM HILL
EL 902'

ALMADEN

County of Santa Clara

California

Office of the Board of Supervisors
524 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2323 Area Code 408

Date March 13, 19 69

The Board of Supervisors at its meeting of March 10, 19 69

Referred to Public Works Department

Agenda Item # 5 Description Agreement with City of San Jose re

improvement of Bascom Avenue

Directive Study and Recommendation
 Report
 Preparation of Necessary Papers
 Appropriate Action
 Reply to Writer

Remarks The Board referred the above matter to Public Works for further
negotiation. Attached is Public Works' memorandum dated February 26,
1969 relating to Bascom Avenue Agreement.

ATTEST: JEAN PULLAN, Clerk of the Board

By B. Lear

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 4-2-1

5

DATE: February 26, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF March 10, 1969

FROM: STEFFANI, Public Works, Highways Design

TITLE: BASCOM AVENUE AGREEMENT

DESCRIPTION: Bascom Avenue is a two lane highway with spot improvements where the width may increase to as many as six lanes. The traffic load is approximately 23,000 vehicles per day, with peak hour loads as high as 2,100.

The nature of the jurisdictional boundaries, due to annexation policies in current practice, has so disconnected the areas of responsibility on this roadway that an individual effort to do much needed improvement is economically impractical. In many instances, partial improvement would be undesirable from a safety standpoint. Sufficient joint local financing is not available on a timely basis to provide an adequate level of service on this important arterial, without the abandonment of other urgent projects.

In order to complete the Bascom Avenue project, the cities of San Jose and Campbell, together with the County, attempted to secure outside financing. In March, 1968 we successfully applied to the State Highway Commission for \$900,000 in Urban Extension funds to be set aside during the fiscal year 1969-70 for a portion of the project. Again, in February, 1969 the County of Santa Clara and the City of San Jose applied to the Highway Commission requesting that additional UE funds in the amount of \$462,500 be set aside for the fiscal year 1970-71 for the continuation of this project. This second application is yet to be given final consideration by the Highway Commission.

AGENDA DATA

DATE: _____
ITEM NO: _____
BOARD ACTION _____

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

MAR 10 1969 B

TRANSMITTAL MEMORANDUM

DATE: February 26, 1969DATE OF AGENDA:TITLE:

In both of these applications to the Highway Commission, each local agency committed itself to budget funds equal to that set aside by the State for use on the project in the fiscal year corresponding to the State's budget allotment. This is because UE funds must be matched by local agencies.

The County of Santa Clara has entered into local agency cooperative agreements with the Town of Los Gatos and the City of Campbell whereby the County and the Cities have agreed to perform certain improvements on this road and to provide for their share of the cost of these improvements. The agreement with Campbell is in accordance with the provisions of the first application to the State Highway Commission.

As required by provisions in the second application to the State Highway Commission, on December 2, 1968 the Board signed an agreement for the improvement of Bascom Avenue between West San Carlos Street and Hamilton Avenue, and between a point 400 feet southerly from Apricot Avenue and Union Avenue. This agreement was prepared by the San Jose City Attorney's office on November 12, 1968. The agreement, as signed, provides for the construction of certain improvements and the payment therefor by the County and the City of San Jose. As a party to the application to the State Highway Commission, San Jose has also bound itself to enter into this agreement.

The attached letter from the City of San Jose proposes that the agreement signed by the County on December 2, 1968 be set aside and that a second agreement which admits to the desirability of the improvement on Bascom Avenue but provides no definite means for the financing therefor be substituted. Without a definite means of financing as agreed to in the initial applications to the State, we are unable to proceed with the project.


Attached hereto is the proposed substitute agreement together with a preliminary review by the County Counsel.

It is recommended that the substitute agreement not be approved and that the original agreement be allowed to stand.

ECS:ee

attachments

memorandum

	TO Lou Montini, Sr. Civil Eng. FROM Selby Brown, Jr. Engineering
	SUBJECT Agreement--Improvement of Bascom Avenue DATE February 27, 1969

You have requested this office to approve as to form a proposed contract between the City of San Jose and the County of Santa Clara for the improvement of Bascom Avenue between West San Carlos Street and Hamilton Avenue and between four hundred feet (400') southerly from Apricot Avenue and Union Avenue. Since it is possible that this agreement may be rewritten it might be wise to refer to the present contract as follows: FPP:DCA:lb-6c 1/31/69. There are certain important defects in this agreement which we set forth below:

(a) Under the present wording of subdivision C of part 3, the County is obligated to pay its share of the costs of the preparation of plans and specifications for the project (which are prepared by the City) after such plans and specifications have been completed, regardless of whether or not there has been an approval thereof by the County. The last sentence in paragraph C should be ended as follows: "...have been completed and approved."

(b) Part 4 of the proposed agreement sets forth two conditions that must be met prior to the time that the contract documents are prepared and awarded. However, even upon the failure of these conditions, in which case the project does not progress to the contract award stage, the County is still obligated to prepare and pay for 56% of the costs of preparation of plans and specifications for the project and of the costs of the preparation of the record of survey and the descriptions of the project, and the plans and specifications for the construction of a bridge over Los Gatos Creek.

(c) If, under part 4 of the agreement, the two conditions do occur, there is no time limit within which the city must make the deposit with the County of its Federal Aid Secondary Urban Extension Matching Funds. Since, under subdivision (a) of part 4 the County is obligating itself to pay for the construction costs of the project, a failure of the city to promptly pay such funds to the County would result in the use of County funds and the tying up of such funds until the city makes such reimbursement.


It has been indicated to us that it is an absolute necessity that this contract be approved as to form immediately. Because of this factor, we have done so, but it must be clearly understood that we view the above defects as important and, if and when the agreement reaches the Board of Supervisors for their signatures, we will be obligated to point these matters out to the Board.

We enclose the agreement.


Selby Brown, Jr.
Assistant County Counsel

SB:j

memorandum

	TO	FROM
	JEAN PULLAN, Clerk of the Board	E.C. STEFFANI, Public Works
SUBJECT	DATE	
Bascom Avenue Agreement	4/14/69	

Attached are the fully executed copies of an agreement entered into by the Board of Supervisors on December 2, 1968 and, finally, signed by the City of San Jose April 1, 1969. The agreement should be filed under Bascom Avenue, U.E. Project.

ECS:ee

Attachment

BOARD OF DIRECTORS
MAY 15 4 43 PM '00
OFFICE OF
SANTA BARBARA