

#4

June 7, 1972

Mr. Frank Greiner, City Clerk
City of San Jose
City Hall
801 North First Street
San Jose, California 95110

Subject: Agreement between County of Santa Clara and the
City of San Jose providing for the Installation
of Traffic Signals and Safety Lighting at the
Intersection of South Bascom Avenue and Fruitdale
Avenue

Dear Mr. Greiner:

Enclosed you will find signed duplicate and three stamped
copies of the subject agreement approved by the Board of
Supervisors at its regularly scheduled meeting of June 7,
1972.

Please forward one or more copies on to Mr. A. R. Turturici,
Director of Public Works, City of San Jose.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: _____
Deputy Clerk

DMR:kb
Enclosures

CC: A. R. Turturici, Director, S.J. Public Works
Department of Public Works, Attn: Warren Wolfe

No.

Job No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE JUNO 7, 1972

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

Juno 7, 19 72

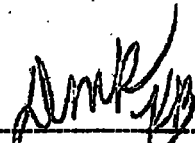
Project to be charged Agreement with City of San Jose re Installation of Traffic Signals and Safety Lighting at Intersection of South Dutton Avenue and Fruitdale Avenue

For the amount of \$ As per Agreement Attached

Contractor County will perform design function and administer construction contract

Completion Date _____

Budget Item _____ (for Controller's use)



**DONALD M. RAIN
Clerk of the Board**

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

California

TRANSMITTAL MEMORANDUM

S.D. 2

4

Page ___ of ___

DATE: May 24, 1972

FOR: BOARD OF SUPERVISORS AGENDA OF June 7, 19 72

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE PROVIDING FOR THE INSTALLATION OF TRAFFIC SIGNALS AND SAFETY LIGHTING AT THE INTERSECTION OF SOUTH BASCOM AVENUE AND FRUITDALE AVENUE

DESCRIPTION:

The attached agreement provides for the installation of traffic signals and safety lighting at the intersection of South Bascom Avenue and Fruitdale Avenue.

The County's share of the costs for this project is estimated to be \$19,500.00. Funds are available in the 1971-72 fiscal year budget (W.O. 2254-Highway Signals).

The County will perform the design function and administer the construction contract.

Approval is recommended.

(Send duplicate of 3 copies)

Four (4) fully executed copies of the agreement should be sent

to: *3 only executed?*

Mr. A. R. Turturici
Director of Public Works
City of San Jose
801 North First Street
San Jose, California 95110

LM:RMS:WWV:vlh

attachments

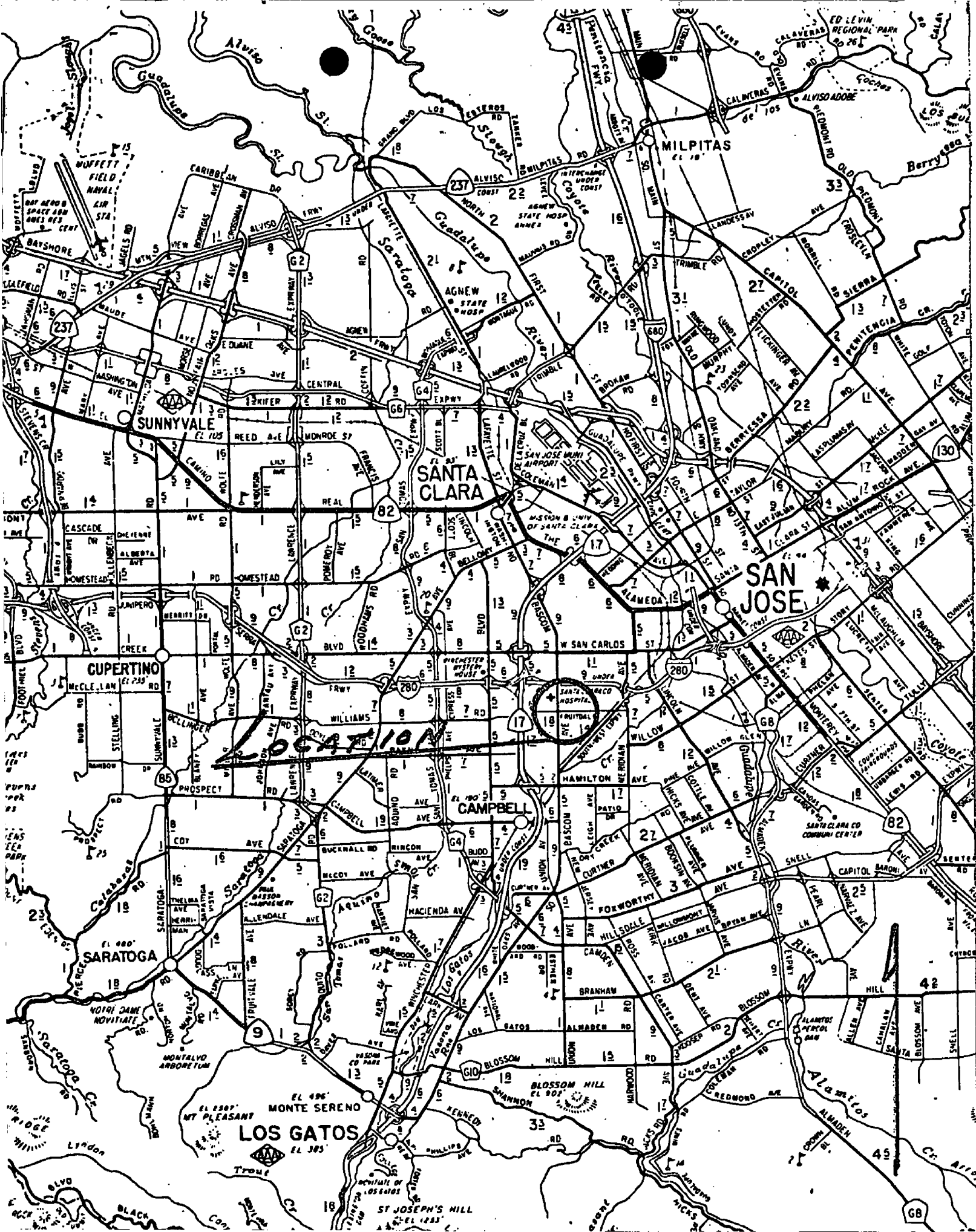
AP APPROVED: JAMES POTT *JP*

HOWARD CAMPEN

JUN 7 1972 *R*

AGENDA DATA: DATE: _____
ITEM NO: _____

BOARD ACTION: _____



LOCATION

MILPITAS

SANTA CLARA

SAN JOSE

CAMPBELL

LOS GATOS

MONTE SERENO

SARATOGA

CUPERTINO

SUNNYVALE

MUNFETT FIELD NAVAL AIR STA

ALAMITOS

SANTA CLARA CO COMMUNITY CENTER

SAN JOSE MUNI AIRPORT

MASON B UNIV OF SANTA CLARA

AGNEW STATE HOSP

AGNEW STATE HOSP ANNEX

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A G R E E M E N T

AGREEMENT, between the COUNTY OF SANTA CLARA and the CITY OF SAN JOSE, for the installation of Traffic Control Signals and Safety Lighting at the intersection of South Bascom Avenue at Fruitdale Avenue, and for the sharing of certain costs thereof.

This is an agreement 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, it is in the public interest that certain traffic control signals and safety lighting be constructed at the intersection of South Bascom Ave. at Fruitdale Avenue, which shall be hereinafter referred to as the "Project"; and

WHEREAS, said Project is partly in the City of San Jose and partly in the unincorporated area of the County, and the City and County desire to share the costs of said Project; and

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

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

1. Plans and Specifications. County shall prepare or cause to be prepared plans and specifications for said Project and shall submit said plans and specifications to City for City's approval of such plans and specifications.

2. Award of Contract. After City has approved the plans and specifications for said Project, County shall advertise for bids for construction of said Project, award a contract therefor and supervise the construction thereof to completion.

CC: Signed & 3 copies to City of San Jose
1 - Finance
1 - Public Works
1 - County Counsel

JUN 7 1972 J

3. Liability Insurance. County agrees to require any contractor engaged to perform said Project to take out and maintain in full force and effect during the construction of said Project and until the acceptance of the said Project by County, a policy of public liability and property damage insurance insuring County, its officers and employees, from and against any loss, cost or expense arising out of or in any way connected with the construction of said Project. The terms, provisions and conditions of such policy shall be those which the County normally requires in connection with the type of construction contemplated for said Project; provided, however, that County agrees to require such contractor to name City, its officers and employees, as co-insureds on such policy.

4. Sharing of Costs. City agrees to pay for a portion of the construction costs of the Project as follows: The City's share of the construction cost is determined to be 50% of the total construction cost, but in no event shall City's share of financial contribution pursuant to this Agreement exceed the amount of \$19,500, unless provided for in a subsequent Agreement between COUNTY and CITY.

5. Construction Costs. As used in this agreement, the term "construction costs of said Project" shall mean the sum total of all construction costs and expenditures made by City and/or County in connection with the said Project, including, but not limited to, engineering costs and expenses, costs and expenses of preparation of the plans and specifications, costs and expenses for inspection, publication, advertising and printing, costs of the construction contract awarded by County for the construction of said Project, costs of extra work authorized by City and County and costs of all materials not included in the contract price of the said construction contract.

6. Prepayment. After the bids for the construction of said Project have been opened and before the award of the contract for the construction of said Project, City shall pay to County the sum of Nineteen Thousand, Five Hundred Dollars (\$19,500), the amount presently estimated to be in the City's share of the Project as outlined in paragraph 4 hereof.

7. Final Accounting. Upon completion of said Project, County shall pay the construction costs of said Project and shall, upon completion of said Project, prepare and furnish to City a final accounting of the total costs of said Project. Said accounting shall show the final construction costs of said Project in its entirety.

8. Adjustment of Costs. In the event that the said accounting shows that the said estimated sum paid by City to County pursuant to paragraph 6 hereof is more than the City's share as outlined in paragraph 4 hereof, County shall refund to City the difference. In any event, City's share shall not exceed Nineteen Thousand, Five Hundred Dollars (\$19,500).

9. Acquisition of Property. City agrees to acquire at its own cost and expense, all of the real property required for the Project located within the City, and County agrees to acquire at its own cost and expense, all of the real property required for the Project located within the unincorporated area of County.

10. Annexation. In the event of annexation by City of any portion of the Project before approval of the plans and specifications for said Project by County, City's share of the construction costs of the Project shall be calculated and increased as hereinafter set forth.

In the event any portion of the Project is annexed to City, then City's share of the construction costs shall be fifty percent (50%) of the construction costs, plus that percentage the portion annexed bears to the total area.

11. Termination. In the event that a contract is not awarded prior to January 1, 1973, the terms of this contract shall be void.

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

APPROVED AS TO FORM:

Donald L. Atkinson
Division Chief Attorney

CITY OF SAN JOSE, a municipal corporation

By William J. Boyd
Mayor

ATTEST:

FRANCIS L. GREINER
By Francis L. Greiner Deputy
City Clerk

And _____
~~City Manager~~

"City"

APPROVED AS TO FORM:

Gerald Thompson
Asst. County Counsel

COUNTY OF SANTA CLARA, a political subdivision

By Charles A. Zeman
Chairman, Board of Supervisors

JUN 7 1972

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

By _____

Title: _____

"County"

ATTEST:

Donald M. Rains
Donald M. Rains, Clerk
of the Board of Supervisors

B/S copy

RESOLUTION NO. 41799

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AND SAFETY LIGHTING AT THE INTERSECTION OF SOUTH BASCOM AVENUE AT FRUITDALE AVENUE AND FOR SHARING OF CERTAIN COSTS THEREOF, AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO PAY FOR SAID SERVICES FROM MONIES PROPERLY APPROPRIATED THEREFOR.

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

That the Mayor of the City of San Jose is hereby authorized and directed on behalf of the City of San Jose to execute an 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," for the installation of traffic control signals and safety lighting to be constructed at the intersection of South Bascom Avenue at Fruitdale Avenue, hereinafter referred to as the "Project," which agreement is entitled, "AGREEMENT," form dated 4/10/72, a copy of which is on file in the office of the City Clerk and to which reference is hereby made for full particulars.

This agreement provides, among other things, that the County shall prepare plans and specifications for the Project, which has been approved by City, and thereafter award a contract for the construction of said Project. City shall pay to County a sum of money equal to 50 percent (50%) of the cost of the construction of the Project, but in no event more than \$19,500.00, to be based upon a final accounting of said construction costs.

The Director of Public Works is hereby authorized and directed to carry out the terms and conditions of this agreement on behalf

of the City of San Jose and pay to County such sums of money that become due and owing to County pursuant to the agreement from monies properly appropriated therefor.

ADOPTED this 15th day of May, 1972, by the following vote:

AYES: Councilmen - Colla, Garza, Goglio, Hayes, Naylor, Mineta.

NOES: Councilmen - None.

ABSENT: Councilmen - Hays.

Norman Y. Mineta Mayor

ATTEST: Francis L. Greiner

City Clerk