

Approved 10-22-74  
Item 7k

DRG:MM  
10/21/74

AGREEMENT AMONG COUNTY OF SANTA CLARA  
CITY OF SAN JOSE AND TOWN OF LOS GATOS  
RELATING TO INSTALLATION OF SIGNALIZATION  
EQUIPMENT AT SOUTH BASCOM AVENUE AND  
SAMARITAN DRIVE

This agreement made and entered into this NOV 12 1974 day of \_\_\_\_\_, 1974 by and among the County of Santa Clara, a political subdivision of the State of California ("County"), the City of San Jose, a municipal corporation of the State of California ("City") and the Town of Los Gatos, a municipal corporation of the State of California ("Town").

W I T N E S S E T H

WHEREAS, it has been determined by the parties aforementioned that it would be for and in the best interest of the residents of the "County", "City" and "Town" that the intersection of South Bascom Avenue with Samaritan Drive have installed vehicular traffic control signalization equipment for the protection of persons and property; and

WHEREAS, portions of said intersection lie within the jurisdiction of the "County", "City" and "Town" and that the purposes of efficiency of installation and economy that the involved jurisdictions enter into a joint agreement for said installation, which is hereinafter called "project".

1. Scope of Project

The scope of this "project" entails the improvement of the intersection of South Bascom Avenue at Samaritan Drive. Improvement includes curb and gutter, paving drainage facilities, traffic bars, signs, striping, traffic signals and lighting. The total construction cost as defined hereafter is estimated to be One Hundred Thirty-Nine Thousand Sixty-Seven Dollars (\$139,067). It is the responsibility of any party of this agreement, when anticipating a change of the "project" scope or a change of the total construction cost exceeding the amount above described, to immediately notify the other

signed cpys. to: Town of Los Gatos, City of San Jose, Finance (w/Form 3128), Transportation Agency (2)

NOV 12 1974 (2)

party of this agreement. It is only through mutual consent by a revised agreement executed by all parties that the change will then be valid.

2. Preparation of Plans, Specifications and Estimates

"Town" shall prepare and submit to "County" and "City" plans, specifications and estimates for the construction of the "project". If said plans, specifications and estimates are approved by "County" and "City", "Town" shall advertise the "project" for bid.

3. Award of a Construction Contract

In the event that the submitted lowest responsible bid exceeds the estimate referred to in paragraph 1 hereof by ten percent (10%) or more, such bid shall be submitted to "Town", "County" and "City" for review and approval prior to the award of a contract, which approval by "Town", "County" or "City" shall be entirely discretionary. If the lowest responsible bid does not exceed said estimate by more than 10% (or if "City", "County" and "Town" mutually agree to amend this agreement to increase the estimated total construction cost to include the amount of a bid which does exceed the estimate by more than 10%) "Town" shall award a contract to the lowest responsible bidder and shall supervise said contract to completion. If "Town", "County" and "City" do not mutually agree to modify this agreement to increase the estimated total construction cost to include the amount of a bid which exceeds the estimate by more than 10%, this agreement shall terminate. "Town" shall refund any payments made by "County" or "City", and "County" and "City" shall not be liable for any costs incurred by "Town" in relation with this "project".

4. Acquisition of Real Property

"Town" agrees to acquire all the real property and the necessary easements required for construction of the "project"

which lies within the territorial limits of "Town". "County" agrees to acquire all the real property and the necessary easements required for construction of the "project" which lies within the unincorporated area of "County". Each party hereto shall be responsible for and shall pay its own land acquisition costs, including costs of eminent domain or inverse condemnation, as necessary for the commencement and completion of construction of said "project".

5. Sharing of Costs

A. "County's" share of the "project" shall be 50% of the cost of the electrical work involved in the signalization of the intersection and 33% of the cost of road work done in conjunction with the signalization of the intersection.

"County" agrees to pay "Town" the sum of Fifty Five Thousand Five Hundred Twenty-Two Dollars (\$55,522) which said payment shall be made by "County" no later than 21 days after "Town" advertises the "project" for bids; said sum is the amount presently estimated by "Town" to be the total cost of the portion of the "project" lying within the unincorporated area of the "County".

B. "City's" share of the "project" shall be 33% of the cost of the electrical work involved in the signalization of the intersection and 0% of the road work done in conjunction with the signalization of the intersection.

"City" agrees to pay "Town" the sum of Eighteen Thousand Six Hundred Ninety-One Dollars (\$18,691), which said payment shall be made by "City" no later than 21 days after "Town" advertises the "project" for bids; said sum is the amount presently estimated by the "Town" to be the total cost of the portion of the "project" lying within the territorial limits of "City".

As used in this agreement the term "total cost" shall mean the total of all costs incurred and expenditures made by "Town" in connection with constructing the "project", including but not limited to preliminary engineering costs and expenses, costs and expenses of preparing plans and specifications which costs and expenses shall be fixed as (6% of actual construction cost, costs and expenses for construction engineering and inspection, publication, advertising and printing which costs and expenses shall be fixed as (7% of actual construction cost), cost of the construction contract, cost of extra work authorized by "City" and/or "County", and cost of all materials not included in the contract price.

6. Insurance

"Town" shall require any contractor awarded a contract for any portion of said "project" to secure and maintain in full force and effect at all times during construction of said "project" and until said "project" is accepted by "County", "City" and "Town" public liability and property damage insurance in forms and limits of liability and satisfactory and acceptable to "County" and "City", insuring "County", "City" and "Town", and their respective officers and employees, from and against any claims, loss liability, cost of expense arising out of or in any way connected with the construction of said "project".

The aforementioned policy shall contain a provision that the insurance afforded thereby to "County", "City" and "Town" and their respective officers and employees shall be primary insurance to the full limits of liability of the policy, and that if the "County", "City" or "Town" 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. Final Accounting

Upon completion of said "project", "Town" shall submit to "City" and "County" a final accounting of the total costs of said "project". In the event this final accounting shows that the sum advanced to "Town" is less than the percentages stated above in paragraph 5, "City" and "County" shall pay "Town" the difference within sixty (60) days from receipt of said final accounting. However, in the event this final accounting shows that the sum advanced to "Town" is more than the percentages stated above in paragraph 5, "Town" shall return the difference to "City" and "County" within sixty (60) days.

8. Records and Accounts

"Town" shall keep, maintain and render available for inspection by "County" and "City" or their authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by "Town" for construction costs of said "project".

9. Annexation

In the event any portion of the area within the limits of said improvements is annexed to "Town" or "City" before the date of advertising of said plans and specifications by "Town", "County's" share of the total construction cost shall be reduced and "Town's" or "City's" share shall be increased in proportion to the extent of the improvements lying within the territory annexed.

10. Maintenance

Upon completion of the project, the above described improvements shall be operated and maintained by the jurisdiction having the majority of the intersection at the time of completion of the "project" pursuant to a subsequent agreement entered into between the participating parties. Each party shall pay its proportionate share of the operation and maintenance costs based

on its percentage share of electrical work described in paragraph 5 (as such may be adjusted following any annexation as provided in paragraph 9).

11. Termination

This agreement shall terminate on December 31, 1975, if "Town" has not awarded a contract for construction of the "project" prior to that date. In the event of such a termination, "Town" shall refund to "County" and "City" all sums paid under this agreement, and "City" and "County" shall not be liable for payment of any costs incurred by "Town" in relation to the "project".

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove set forth.

ATTEST: Donald M. Rains, Clerk  
Board of Supervisors

Donald M. Rains

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

Big Sanchez  
Chairman, Board of Supervisors  
"County"

APPROVED AS TO FORM:

Assistant/Deputy County Counsel

CITY OF SAN JOSE, a municipal corporation

By Thomas P. Brubaker  
Mayor  
"City"

ATTEST:

FRANCIS L. GREINER

By Francis L. Greiner  
Deputy  
City Clerk

APPROVED AS TO FORM:

W. B. Mayfield  
Deputy City Attorney

TOWN OF LOS GATOS, a municipal corporation

By John B. Lachner  
Mayor  
"Town"

ATTEST:

Paul E. Aledag  
Assistant  
Town Clerk

**County of Santa Clara**  
**California**

Sig Sanchez, District 1  
Dominic L. Cortese, District 2  
Dan Mc Corquodale, District 3  
Ralph H. Mehrkens, District 4  
Victor Calvo, District 5

Mrs. Jo Leibfritz, Clerk  
Town of Los Gatos  
P. O. Box 949  
Los Gatos, California 95030

November 13, 1974

Linda Crosby, Deputy City Clerk  
City of San Jose  
801 North First Street  
San Jose, California 95110

Subject: ~~Cost Sharing~~ Agreement with City of San Jose and Town of Los Gatos  
for Installation of Signalization Equipment at South  
Bascom Avenue and Samaritan Drive

**Gentlepersons:**

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 ~~November 12, 1974~~ 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

By: Deputy Clerk

DMR:  
Enclosure

CC: Finance  
Transportation Agency

No. ....

Job No. ....

Change Order No. ....

4.

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE November 13, 1974

**Cost Sharing Agreement**

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

November 12, 1974

Project to be charged Cost Sharing Agreement with City of San Jose and Town of Los Gatos for Installation of Signalization Equipment at South Bascom Avenue and Samaritan Drive

For the amount of \$ per copy of Agreement attached

Contractor Town of Los Gatos City of San Jose  
P.O. Box 949, Los Gatos 95030/ 801 N. First St., San Jose 95117

Completion Date -----

Budget Item ----- (for Controller's use)

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

VRS

WHITE --- CONTROLLER  
CANARY -- FILE



County of Santa Clara  
California

TRANSMITTAL MEMORANDUM

S.D. 1

Page 1 of 2

DATE: November 4, 1974

FOR: BOARD OF SUPERVISORS AGENDA OF November 12, 19 74

FROM: MONTINI, TRANSPORTATION DEVELOPMENT, TRANSPORTATION AGENCY


TITLE: COST SHARING AGREEMENT AMONG THE COUNTY OF SANTA CLARA, THE CITY OF SAN JOSE AND THE TOWN OF LOS GATOS FOR THE IMPROVEMENT AND SIGNALIZATION OF BASCOM AVENUE AT SAMARITAN DRIVE.

DESCRIPTION:

The attached Agreement provides for the sharing of costs among the City of San Jose, the Town of Los Gatos and the County of Santa Clara for the road channelization and traffic signal installation at the intersection of South Bascom Avenue and Samaritan Drive.

The work involved in this Agreement is not a new project. An agreement dated September 26, 1972 was entered into with the Town of Los Gatos and the City of San Jose. The agreement terminated on June 30, 1973 since the Town of Los Gatos was unable to award a contract prior to the termination date because of right of way acquisition difficulties.


The County's estimated share of this project is \$55,522. The funds required for the project are included in the 1974-75 fiscal year Road Budget.

*RM* APPROVED: JAMES POTT 

HOWARD CAMPEN \_\_\_\_\_

AGENDA DATA: DATE: \_\_\_\_\_  
ITEM NO: \_\_\_\_\_

BOARD ACTION: \_\_\_\_\_

NOV 12 1974 

TRANSMITTAL MEMORANDUM

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DATE: November 4, 1974

DATE OF AGENDA: November 12, 1974

TITLE: COST SHARING AGREEMENT AMONG THE COUNTY OF SANTA CLARA, THE CITY OF SAN JOSE AND THE TOWN OF LOS GATOS FOR THE IMPROVEMENT AND SIGNALIZATION OF BASCOM AVENUE AT SAMARITAN DRIVE

The Town of Los Gatos and the City of San Jose have already approved this Agreement.

Approval is recommended.

After execution please send fully executed copies to:

Town Clerk  
Town of Los Gatos  
110 East Main Street  
Los Gatos, California 95030

and

Linda Crosby  
Deputy City Clerk  
City of San Jose  
801 North First Street  
San Jose, California 95110

LM:JYT:vlt

attachments

*None of the 12-3-74  
Agents carried the  
original signature  
of the Mayor of  
Los Gatos. After  
exhaustive attempts to  
obtain it, we have  
abandoned attempts  
Rayburnett*

# ● LOCATION MAP

