



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

*Roads C + A  
Cost sharing - Bascom, Branham,  
San Jose, City of*

CITY HALL

TELEPHONE 282-3141

*Ph - Bascom, Branham  
& Willow*

May 25, 1972

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

Gentlemen:

Enclosed is an executed copy of AGREEMENT FOR PAYMENT OF COSTS FOR THE RESURFACING OF PORTIONS OF BASCOM AVENUE, BRANHAM LANE, AND WILLOW STREET

for your files.

Sincerely,

*Roy H. Hubbard*  
Roy H. Hubbard  
Assistant City Clerk

By: Linda Crosby  
Deputy City Clerk

Enclosure

#3

Clerk, Bd of Supervisors  
By H1862

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND  
THE COUNTY OF SANTA CLARA FOR PAYMENT OF  
COSTS FOR THE RESURFACING OF PORTIONS OF  
BASCOM AVENUE, BRANHAM LANE, AND WILLOW  
STREET

THIS AGREEMENT, made and entered into this                      day of MAY 25 1972

1972, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California, hereinafter referred to as "City", and the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter referred to as "County";

W I T N E S S E T H:

WHEREAS, County and City wish to improve Bascom Avenue between Heatherdale Avenue and San Carlos Street; Branham Lane between Leigh Avenue and Almaden Expressway; and Willow Street between the Guadalupe River and Norman Avenue;

WHEREAS, the materials used for resurfacing the abovementioned portions of the abovementioned road, avenues and streets will be placed approximately 19.9 percent within the unincorporated territory of County, and approximately 80.1 percent within the limits of City, and City and County wish to provide for the payment of their respective shares of the costs of resurfacing the said portions of said roads, avenues and streets (herein for convenience, referred to as "said project"); and

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

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

1. Preparation of Plans and Specifications. City shall prepare plans and Specifications for said project and submit copies of said plans and specifications to County for approval thereof. Upon approval by County, City shall advertise said project for bid and shall award a contract to be supervised to completion by City.

Copies:  
3 - City of San Jose (delivered by Karen Wolfe, PM)  
1 - Public Works

MAY 9 1972

2. County's Share of Cost. Within thirty (30) days after approval by County of the plans and specifications for said project, County shall pay to City, a total sum of Thirty-Nine Thousand Dollars (\$39,000.00), which is the amount presently estimated by City to be the combined total construction cost of the portions of said project within the unincorporated territory of County. As used in this agreement, the term "construction cost" shall mean the total of all costs incurred and expenditures made by City in connection with constructing said project, including engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication advertising and printing, cost of extra work and materials in connection with such work authorized by City, cost of all materials not included in the contract price of said construction contract expended on said project.

3. Insurance. City 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 the construction of said project, and until said project is accepted by City, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both City and County and their respective officers and employees from and against any claims, loss, liability, cost or 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 City and County and their respective officers and employees shall be primary insurance to the full limits of liability of the policy and if the City or County or their respective officers or employees have other insurance against a loss covered by such policy, that other insurance shall be excess insurance only.

4. Final Accounting. Upon completion of the project, City shall submit to County a final accounting of the total construction cost.

In the event this final accounting shows that the amount advanced by County to City under Paragraph 2 hereof, is less than nineteen and nine-tenths (19.9) percent of the total construction cost, the County shall pay the City

the difference within sixty (60) days from receipt of final accounting. However, in the event this final accounting shows that the amount advanced by County to City under Paragraph 2 hereof is more than the nineteen and nine-tenths (19.9) percent of the total construction cost, the City shall return the difference to County within sixty (60) days from receipt of the final accounting.

5. Records and Accounts. City shall keep, maintain and render available for inspection by County or its authorized representative, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by City on construction of said projects.

6. Annexation. In the event any portion of the area within the limits of said project is annexed to City before the date of approval of said plans and specifications by County, County's share of the total construction cost shall be reduced in proportion to the amount of territory annexed.

7. Termination. This agreement shall terminate on September 30, 1972, if City has not awarded a contract for construction of said project prior to said date. In the event of such termination, City shall refund to County all sums advanced under Paragraph 2 of this agreement.

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

Approved as to Form:

Donald C. Atkinson 4/18/72  
Division Chief Attorney

Attest:

FRANCIS L GREINER

Francis L Greiner Deputy  
City Clerk

CITY OF SAN JOSE, a municipal corporation

By: William J. Wick  
Mayor

~~And~~

~~City Manager~~

"City"

Approved as to Form:

Donald Johnson  
Deputy County Counsel

COUNTY OF SANTA CLARA, a political subdivision

By: Charles A. Quinn  
Chairman, Board of Supervisors

Attest:

Donald M. Rains

DONALD M. RAINS  
Clerk of the Board of Supervisors

County of Santa Clara

California

*Rec'd signature S.J.*  
Office of the Board of Supervisors  
524 County Administration Building  
70 West Hedding Street  
San Jose, California 95110  
299-2323 Area Code 408

Sig Sanchez, District 1  
Dominic L. Cortese, District 2  
Charles A. Quinn, District 3  
Ralph H. Mehrkens, District 4  
Victor Calvo, District 5

May 10, 1972

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

Attention: Mr. Glen Roberts

Subject: Agreement with City of San Jose  
for payment of costs for the resurfacing  
of portions of Bascom Avenue, Branham Lane,  
and Willow Street

Dear Mr. Turturici:

Enclosed you will find an original and three copies  
of an agreement between the County of Santa Clara and  
the parties named above. The Board of Supervisors at  
its regularly scheduled meeting on May 9, 1972  
authorized its Chairman to execute this agreement on  
behalf of the County.

After execution of all copies, we would appreciate your  
returning one copy to this office.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

By: \_\_\_\_\_  
Deputy Clerk

DMR: dc  
Encls.

cc: Public Works, Engineering

California

TRANSMITTAL MEMORANDUM

S.D. 1, 2 & 4

#3

Page \_\_\_ of \_\_\_

DATE: April 26, 1972

FOR: BOARD OF SUPERVISORS AGENDA OF May 9, 19 72

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: THE COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE FOR THE IMPROVEMENT OF PORTIONS OF BASCOM AVENUE, BRANHAM LANE AND WILLOW STREET

DESCRIPTION:

This agreement between the County of Santa Clara and the City of San Jose provides for the resurfacing of Bascom Avenue between Heatherdale Avenue and San Carlos Street, Branham Lane between Leigh Avenue and the Almaden Expressway and Willow Street between the Guadalupe River and Norman Avenue.

The estimated cost to the County for this work is \$39,000. Funds are available in the FY 71-72 Road Budget (resurfacing).

Approval is recommended.

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

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

Attention: Mr. Glen Roberts

LM:WWV:vlh  
attachments

*RMS  
by [signature]*

APPROVED: JAMES POTT *[signature]*

HOWARD CAMPEN                     

AGENDA DATA: DATE:                       
ITEM NO:                     

BOARD ACTION:                       
                      
                    

MAY 9 1972 *[initials]*

