

36040

ROBERTS Cariffs + Agmts
Conf. Shaming - Berryessa Rd
San Jose City

FPP:DCA:lb-6c
6/9/69

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR THE
IMPROVEMENT OF BERRYESSA ROAD BETWEEN
STATE HIGHWAY 101 AND PROPOSED INTER-
STATE ROUTE 680, FOR THE ACQUISITION
OF CERTAIN REAL PROPERTY NECESSARY
THEREFOR, AND FOR THE SHARING OF CER-
TAIN COSTS THEREOF.

AGREEMENT, made and entered into this 4 day of
Aug., 1969, 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:

WHEREAS, the public interest requires that Berryessa Road
between State Highway Route 101 and proposed Interstate Route 680 be
widened and improved, all of which said widening and improvement of
said portion of Berryessa Road shall be hereinafter called the project.
Said project shall include the realignment of King Road easterly from
its present location to Lundy Avenue, the construction of a six-lane
bridge over the Coyote River where Berryessa Road crosses the Coyote
River, the widening and improvement of Berryessa Road across the
Southern Pacific Company's railroad tracks at PUC Crossing No. DA 46.1-C,
and the widening and improvement of Berryessa Road across the Western
Pacific Company's railroad tracks at PUC Crossing No. 4-0-15.2; and

WHEREAS, eighty-four per cent (84%) of the project is situate
within the unincorporated area of County and sixteen per cent (16%) of
the project is situate within the City of San Jose; and

cc: Co. Counsel
Public Works
Finance

JUL 1 1969

WHEREAS, 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. County shall, at its sole cost and expense, proceed with diligence to prepare plans and specifications for the project and submit said plans and specifications to the City for its approval.

2. Acquisition of Real Property. County shall acquire all the real property required for the project.

3. Award of Contract. After approval by the City and County of the plans and specifications for the project and the real property necessary for the project has been acquired either by a deed having been recorded or an order for immediate possession having been obtained and 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.

4. Sharing of Total Costs of the Project. County agrees to pay 84% of the total costs of said project. City agrees to pay 16% of the total costs of said project, or the sum of \$229,000.00, which is estimated to be 16% of the total costs of the project, whichever is less. It is understood that the total costs of said project shall include construction costs and acquisition costs of the project. City agrees to deposit the said sum of Two Hundred Twenty-nine Thousand Dollars (\$229,000.00) (which is estimated to be 16% of

the total costs of the project) with County before the award of the construction contract for the project. County agrees to expend such money deposited by City for the total costs of the project.

5. Construction Costs. "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, except for sanitary sewer facilities and appurtenances, 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), and costs of railroad work performed or incurred by Southern Pacific Company or Western Pacific Railroad Company in connection with the project which is required to be borne by City and County. Construction costs shall not include the costs of labor and materials of the construction and installation of any and all sanitary sewer facilities and appurtenances thereto.

6. Acquisition Costs. "Acquisition costs" as used in this agreement shall mean the sum total of all acquisition costs incurred by County in connection with the acquisition of the real property required for said project, including, but not limited to, appraisal fees, title insurance fees, escrow fees, costs of preparation of diagrams, maps, descriptions and other documents, purchase price of the real property, and all court costs, including jury fees, expert witness fees and witness fees.

7. 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.

8. 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 the total costs of the project. Upon completion of the project, County shall prepare and furnish to City a final detailed accounting in full of the total costs of the project.

9. Final Accounting. In the event that the said accounting shows that the amount of money deposited by City with County pursuant to Paragraph 4 hereof is less than 16% of the total costs of the project, City shall not be required to pay any additional sum to County. In the event the said sum deposited by City with County pursuant to Paragraph 4 hereof is more than 16% of the total costs of the project, County shall pay to City the difference between the said sum so deposited and 16% of the total costs of the project.

10. Annexation. In the event that any territory within the project on which improvements are constructed is annexed to City before the date of approval of said plans and specifications by City and County,

County's share of the total costs of the project shall be reduced by the ratio the amount of territory so annexed bears to the total area of the project.

11. It is understood and agreed that the cost of labor and materials incurred by County for the installation and construction of sanitary sewer facilities and appurtenances thereto in connection with the construction contract or contracts awarded by County for the project shall be shared by City and County in accordance with the terms and provisions of an agreement to be entered into between City and County.

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

APPROVED AS TO FORM:

Donald A. Atkinson
Division Chief Attorney

CITY OF SAN JOSE, a municipal corporation,

By [Signature]
Mayor

ATTEST:
FRANCIS L. GREINER
By [Signature] Deputy
City Clerk

A. P. HANAGAN
And [Signature] Deputy
City Manager

City

COUNTY OF SANTA CLARA

By [Signature]
Chairman, Board of Supervisors

ATTEST:

[Signature]
Clerk of the Board of Supervisors

JUL 1 1930

County

APPROVED AS TO FORM

[Signature]
DEPUTY COUNTY COUNSEL

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 July 3, 1969

The Board of Supervisors at its meeting of July 1, 1969

Referred to Public Works Department

Agenda Item # 6 Description Authorized execution of Cost Sharing Agreement
with City of San Jose for improvement of Berryessa Road between State Routes
680 and 101

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

*Bartholomew I called on
July 16, 1969 and
advised that this
was handled verbally
by me Pat + Mr Calvo
be*

Remarks In considering the above matter Supervisor Calvo requested Public
Works to furnish him background material on Berryessa Road project. See
item circled in red on attached Summary Sheet.

ATTEST: JEAN PULLAN, Clerk of the Board

B. Lear

By _____

July 2, 1969

Mr. A. R. Turturici
Director of Public Works
City of San Jose
First & Mission Streets
San Jose, California

Cost Sharing
Subject: Agreement with **City of San Jose**
For the **Improvement of Berryessa Road btw**
State Route 680 and State Route 101

Dear **Mr. Turturici:**

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 July 1, 1969. authorized its Chairman to execute this agreement on behalf of the County.

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

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JHb
Encls.
CC: Public Works Dept., County

No. 1

TRANSMITTAL MEMORANDUM

S.D. 3

#6

DATE: June 20, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF July 1, 1969

FROM: MONTINI, DESIGN, PUBLIC WORKS

TITLE: COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE FOR THE IMPROVEMENT OF BERRYESSA ROAD

DESCRIPTION:

This agreement provides for payment by the City of San Jose for their share of the cost of improving and widening Berryessa Road between State Route 680 and State Route 101. This project is expected to be advertised in October of this year.

The estimated cost of the City's share of the project is \$229,000.00.

Approval is recommended.

Three (3) executed copies should be sent to the City of San Jose, attention: Mr. A. R. Turturici, Director of Public Works for execution by the City Council.

LM:TAC:vlh

attachments

JUL 1 1969

LM

APPROVED:

James T. Pott
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

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