

*Roads Coate's Agnato  
Cost Sharing - Blossom Hill  
San Jose City*

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141



CITY CLERK

April 18, 1968

County of Santa Clara  
Board of Supervisors  
70 W. Hedding  
San Jose, California

Gentlemen:

Enclosed please find a copy of an executed copy of \_\_\_\_\_  
Agreement Providing for Construction of Blossom Hill Road.

This is your file copy.

Very truly yours,

FRANCIS L. GREINER  
CITY CLERK

*R. H. Hubbard*  
BY: Roy H. Hubbard  
Deputy

Enc.

22001

2000

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA  
AND THE CITY OF SAN JOSE FOR THE CONSTRUCTION  
OF BLOSSOM HILL ROAD (FORMERLY DOWNER AVENUE)  
BETWEEN ALMADEN EXPRESSWAY AND CAHALAN AVENUE  
AND FOR THE SHARING OF COSTS THEREOF.

AGREEMENT, made and entered into this MAR 18 1968 day of \_\_\_\_\_, 1968, 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. The public health, safety and welfare require that Blossom Hill Road (formerly Downer Avenue) between Almaden Expressway and Cahalan Avenue (hereinafter referred to as the Project) be laid out and constructed.

B. The Project is partly in the City of San Jose and partly in the unincorporated area of the County, and City and County desire to share the costs of said Project.

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. Plans and Specifications for the Project. City shall, at its sole cost and expense, prepare or cause to be prepared plans and specifications for the Project and descriptions of the real property necessary therefor. The said plans shall show all of the real property which shall be necessary for the Project. The completed plans and specifications and descriptions for the Project shall be submitted to the City Council of City for its written approval. Thereafter, City shall submit to County for County's approval a set of the said plans and specifications and descriptions.

*San Jose - 2  
V. White - 2  
Finance 1*

2. Acquisition of Real Property. County by this agreement authorizes City to acquire property for the Project lying within the unincorporated area of County by negotiated purchase or eminent domain. City, using its own facilities and funds, shall attempt to acquire the real property necessary for the Project. City shall acquire title to such real property lying within City in City's name and title to such real property lying within the unincorporated area of County in County's name. In the event that City shall determine that the acquisition of real property lying within the unincorporated area of the County necessary for the Project is not feasible or can be better accomplished by County and if City shall notify County of such fact, County shall file an action or actions in eminent domain to acquire title to such real property lying within the unincorporated area of the County in County's name, shall obtain an order or orders of immediate possession of such real property and shall thereafter pursue said action or actions to completion. In the event County files such action or actions, City shall deposit with County such funds as are necessary for the acquisition by County of such real property.

3. Award of Contract. After County and the City Council of City have approved the plans and specifications for the Project and the real property necessary therefor has been acquired either by deeds having been recorded or orders of immediate possession having been secured and having become effective, City shall advertise for bids for the construction of the Project and subject to and in accordance with applicable laws, City shall award a contract or contracts therefor in accordance with the said plans and specifications for the Project. City shall administer any such contract or contracts and shall furnish all engineering and supervision and inspection necessary for the completion of the Project. Upon the completion of the Project, City shall pay the construction costs of said Project.

4. Sharing of Costs. City and County agree to share the total cost of the Project, including construction costs and acquisition costs, as follows: City shall pay all of the construction costs and

acquisition costs. County shall contribute towards such total cost the sum of \$100,000.00. County shall pay to City such sum of \$100,000.00 forthwith after County has approved the plans and specifications for the Project.

County, in consideration of its total contribution to the Project being limited to \$100,000.00, agrees to bear the total cost of the following project, which lies partially within the City of San Jose and to which cost City would normally have contributed, to wit: the construction of Almadon Expressway between Redmond Road and 600 feet south of Greystone Lane; and County agrees to pay to City the sum of \$3,082.00 towards the cost of the construction of Little Orchard Street between Curtner Avenue and a point 700 feet north of Curtner Avenue concurrently with the payment by County to City of the sum of \$100,000.00.

5. Insurance. City 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 City 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. Limits of liability shall be in the following minimum amounts: bodily injury (including death), \$100,000.00 per person, \$300,000.00 per occurrence; property damage, \$50,000.00 each occurrence, with \$200,000.00 aggregate limits.

Any such 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.

6. Matching Credits. It is understood and agreed that City and County shall each be authorized to claim matching credits for their share of eligible funds expended on the Project and that City and County shall each provide matching credits for their respective 186.1 funds expended on the Project.

7. 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 Blossom Hill Road (formerly Downer Avenue) across the Southern Pacific Company's railroad tracks lying within the Project and shall prepare or cause to be prepared any applications, documents, charts or exhibits in connection therewith.

8. Acquisition Costs & Construction Costs. The total final cost of the Project as used in this agreement shall mean the sum total of all construction costs and acquisition costs as said terms are hereinafter defined, to wit:

(a) "Acquisition costs" shall mean and include the amounts paid (including severance damages) by the City or County to acquire the real property required for the Project (including any such real property that may have been acquired before this agreement), whether through negotiation or as determined by a court or jury; fees or costs of title searches, reports, escrow and insurance fees or costs of appraisals, exhibits, maps, diagrams, drawings and descriptions, and legal fees, costs and expenses incurred by the office of the County Counsel or City Attorney in prosecution of any action in eminent domain for such acquisitions, including filing, service of process and jury fees, all costs incurred by the City in connection with gaining permission of the Public Utilities Commission of the State of California to widen Blossom Hill Road (formerly Downer Avenue) across the Southern Pacific Company's crossing lying within the Project, less any contributions made by the Southern Pacific Company towards the acquisition costs of the Project.

(b) "Construction costs" shall mean the total of all City's

2/2/68

of County's costs and expenses of engineering, preparing plans, specifications and contract documents, publication, advertising and printing, inspection and supervision relating to the Project; cost of the engineering consultants engaged by City to perform expert engineering services in connection with the Project, the cost of the construction contract or contracts awarded by City for the construction of the Project, cost of any extra work or materials provided for and authorized in accordance with the provisions of the contract documents, cost of railroad work performed or incurred by Southern Pacific Company in connection with the Project, less any contributions made by the Southern Pacific Company towards the construction costs of said Project.

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

APPROVED AS TO FORM:

Donald C. Atkinson  
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation,

By [Signature]  
Mayor

ATTEST: FRANCIS E. KEINER  
[Signature]  
City Clerk

A. P. HAMANN  
And by [Signature] Deputy  
City Manager

"City"

COUNTY OF SANTA CLARA

By [Signature]  
Chairman, Board of Supervisors

MAR 18 1968

"County"

ATTEST:

Jean Pullan  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]  
Deputy County Counsel

# 7

March 19, 1968

Mr. Francis L. Greiner, Clerk  
City of San Jose  
First and Mission Streets  
San Jose, California

Subject: Agreement with City of San Jose  
For Construction of Blossom Hill Road  
btw Almaden Exp and Cahalan Avenue  
and Sharing of Costs

Dear Mr. Greiner:

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 March 18, 1968 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

JP: jc  
Encls.

No. 1

cc: Public Works (2)  
Finance +

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 March 19, 1968

#7

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

March 18, 19 68

Project to be charged Construction of Blossom Hill Road btw  
Almaden Exp and Cahalan Avenue and Sharing of Costs

For the amount of \$ \_\_\_\_\_

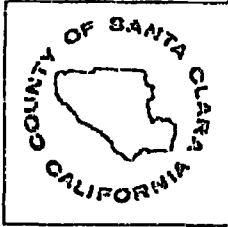
Contractor City of San Jose

Completion Date \_\_\_\_\_

Budget Item \_\_\_\_\_ (for Controller's use)

\_\_\_\_\_  
JEAN PULLAN  
Clerk of the Board





TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: March 4, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF March 18, 1968

FROM: STEFFANI, PUBLIC WORKS, DESIGN

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE FOR THE CONSTRUCTION OF BLOSSOM HILL ROAD (FORMERLY DOWNER AVENUE) BETWEEN ALMADEN EXPRESSWAY AND CAHALAN

DESCRIPTION:

This agreement provides for the widening of Blossom Hill Road to 4 lanes between Almaden Expressway and Cahalan Avenue. The proposed improvement is a cooperative project between the County of Santa Clara and the City of San Jose and is needed because of the rapid development and increasing traffic in the area.

The agreement also provides for payment by the County for its share of the resurfacing of 700 feet of Little Orchard Street near Curtner Avenue.

Approval is recommended.

Upon execution please return all copies to Public Works Department for further processing through the City of San Jose.

ECS:WW:vlh  
Attachments

*Mr. Wolfe will pick up 3/19 & deliver to San Jose*

*NO CAN DO*

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

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

