



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

September 16, 1970

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

Gentlemen:

Enclosed is an executed copy of AGREEMENT FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AND INTERSECTION IMPROVEMENTS AT BLOSSOM HILL ROAD & KOOSER RD.; PEARL AVE.; & CAHALAN AVE., AND FOR THE SHARING OF CERTAIN COSTS THEREOF for your files.

Sincerely,

ROY H. HUBBARD  
ASSISTANT CITY CLERK

By: Mrs. Linda Crosby  
Deputy City Clerk

Enc.

Contractor  
County

38133

FPP:DCA:tc-6c  
5/18/70

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AND INTERSECTION IMPROVEMENTS AT THE INTERSECTIONS OF BLOSSOM HILL ROAD AND KOOSER ROAD, BLOSSOM HILL ROAD AND PEARL AVENUE, AND BLOSSOM HILL ROAD AND CAHALAN AVENUE, AND FOR THE SHARING OF CERTAIN COSTS THEREOF.

AGREEMENT, made and entered into this SEP 8 1970 day of \_\_\_\_\_, 1970, 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, it is in the public interest that certain traffic control signals and intersection improvements be constructed at the intersections of Blossom Hill Road and Kooser Road, Blossom Hill Road and Pearl Avenue, and Blossom Hill Road and Cahalan Avenue, all of 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 City;

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

Orig. - City Clerk, City of San Jose  
2 - Public Works  
1 - Finance  
1 - County Counsel

SEP 8 1970

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

3. Liability Insurance. City 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 City, a policy of public liability and property damage insurance insuring City, 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 City normally requires in connection with the type of construction contemplated for said Project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insureds on such policy.

4. Sharing of Costs. County agrees to pay for a portion of the construction costs of the Project as follows:

	<u>Location of Proposed Traffic Control Signs and Intersection Improvements</u>	<u>County's Share of Cost</u>
Area A	Blossom Hill Road and Kosar Road	40% of the construction cost, not to exceed \$20,000.00
Area B	Blossom Hill Road and Pearl Avenue	15.7% of the construction cost, not to exceed \$7,000.00
Area C	Blossom Hill Road and Cahalan Avenue	33.3% of the construction cost, not to exceed \$14,000.00

City shall pay the remaining construction costs of said Project.

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 City 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. Proportion. 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, County shall pay to City the sum of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500), the amount presently estimated to be in the County's share of the Project as outlined in paragraph 4 hereof.

7. Final Accounting. Upon completion of said Project, City shall pay the construction costs of said Project and shall, upon completion of said Project, prepare and furnish to County 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 said accounting shows that the estimated sum of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500), paid by County to City pursuant to paragraph 6 hereof, is less than the County's share as outlined in paragraph 4 hereof, County shall forthwith pay to City the difference. In the event that the said accounting shows that the said estimated sum paid by County to City pursuant to paragraph 6 hereof is more than the County's share as outlined in paragraph 4 hereof, City shall forthwith refund to County the difference. In any event, County's share shall not exceed Forty-One Thousand Dollars (\$41,000.00).

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 separately for each area of the Project, that is, for Area A, Area B and Area C as said areas are described in Paragraph 4 hereof, as hereinafter set forth.

In the event any portion of Area A is annexed to City, then City's share of the construction costs for Area A shall be sixty percent (60%) of the construction costs for Area A, plus that percentage the portion of Area A annexed bears to the total area of Area A. For the purpose of computing City's share of the construction costs of said Area A, the following formula shall be used:

$$\frac{\text{Portion of Area A annexed}}{\text{Total area of Area A}} \times 100 = \text{Percentage of Area A Annexed}$$
  
60%, plus percentage of Area A annexed times the total construction costs of Area A equals City's share of the total construction costs of Area A.

In the event any portion of Area B is annexed to City, then City's share of the construction costs for Area B shall be eighty-three and three tenths percent (83.3%) of the construction costs for Area B, plus that percentage the portion of Area B annexed bears to the total area of Area B. For the purpose of computing City's share of the construction costs of said Area B, the following formula shall be used:

$$\frac{\text{Portion of Area B annexed}}{\text{Total area of Area B}} \times 100 = \text{Percentage of Area B Annexed}$$
  
83.3%, plus percentage of Area B annexed times the total construction costs of Area B equals City's share of the total construction costs of Area B.

In the event any portion of Area C is annexed to City, then City's share of the construction costs for Area C shall be sixty-six and seven tenths percent (66.7%) of the construction costs for Area C, plus that percentage the portion of Area C annexed bears to the total

of Area C. For the purpose of computing City's share of the construction costs of said Area C, the following formula shall be used:

$$\frac{\text{Portion of Area C annexed}}{\text{Total area of Area C}} \times 100 = \text{Percentage of Area C Annexed}$$

66.7%, plus percentage of Area C annexed times the total construction costs of Area C equals City's share of the total construction costs of Area C.

11. Termination. In the event that a contract is not awarded prior to July 1, 1971, 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 C. Atkinson  
Division Chief Attorney

ATTEST:

Francis D. Greiner  
Deputy  
City Clerk

CITY OF SAN JOSE, a municipal corporation

By [Signature]  
Mayor

THOMAS W. FLETCHER

And By [Signature]  
City Manager  
"City"

APPROVED AS TO FORM:

[Signature]

ATTEST:

[Signature]  
Joan Fallon, Clerk of the Board of Supervisors

Donald M. Rain  
Assistant Clerk  
Board of Supervisors

COUNTY OF SANTA CLARA, a political subdivision

By [Signature]  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Title: \_\_\_\_\_  
"County"

6.

September 8, 1970

*Attn: Judith C. Ross, Dep. City Clerk*  
City Clerk  
City of San Jose  
801 N. First St.  
San Jose, Ca. 95110

**Subject:** Agreement between the City of San Jose and the County of Santa Clara for the installation of traffic control signals and intersection improvements at the intersections of Blossom Hill Road and Kooser Road, Blossom Hill Road and Pearl Avenue, and Blossom Hill Road and Cahalan Avenue, and for the sharing of certain costs thereof.

Gentlemen:

Enclosed are two copies of the subject agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors at its regularly scheduled meeting on September 8, 1970, approved this agreement on behalf the the County.

Please execute both agreements and return a fully executed copy to our office. The original agreement is for your records.

Very truly yours,

BOARD OF SUPERVISORS  
Mrs. Jean Pullan, Clerk

Drina Collins  
Deputy Clerk

dc

Enclosures:  
*cc: PWR, Ca, Finance*

WHITE — Controller  
CANARY — County Executive  
PINK — Central Service or  
GOLD. ROD — County Engineer  
GREEN — File

No. \_\_\_\_\_

Job No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

6.

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

DATE September 8, 1970

**Cost-Sharing Agreement**

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

September 8, 1970

~~Project to be charged~~ Cost-Sharing Agmt. between the City of San Jose & the County of Santa Clara for the installation of traffic control signals & intersection improvements at the intersections of Blossom Hill Rd. & Hoover Rd., Blossom Hill Rd. & Pearl Ave., & Blossom Hill Rd. & Cahalan Ave.

For the amount of \$ See Agreement.

Contractor See Agreement.

Completion Date See Agreement.

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

Donald M. Rains  
Assistant

~~XXXXXXXXXX~~  
Clerk of the Board

DNR:dc



RESOLUTION NO. 38133

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SANTA CLARA PROVIDING FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AND INTERSECTION IMPROVEMENTS AT THE INTERSECTIONS OF BLOSSOM HILL ROAD AND KOOSER ROAD, BLOSSOM HILL ROAD AND PEARL AVENUE AND BLOSSOM HILL ROAD AND CAHALAN AVENUE, AND FOR THE SHARING OF COSTS THEREOF.

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

SECTION 1. The Mayor and City Manager of the City of San Jose are hereby authorized and directed to execute, on behalf of the City of San Jose, that certain agreement between the City of San Jose, hereinafter referred to as "City", and the County of Santa Clara, hereinafter referred to as "County", namely, "Agreement Between the City of San Jose and the County of Santa Clara For the Installation of Traffic Control Signals and Intersection Improvements at the Intersections of Blossom Hill Road and Kooser Road, Blossom Hill Road and Pearl Avenue, and Blossom Hill Road and Cahalan Avenue, and For the Sharing of Certain Costs Thereof", form dated 5/13/70, a copy of which is on file in the office of the City Clerk, and to which reference is hereby made for full particulars.

Said agreement provides that City and County will share in the construction costs of installing traffic control signals and intersection improvements at the intersections of Blossom Hill Road and Kooser Road, Blossom Hill Road and Pearl Avenue, and Blossom Hill Road and Cahalan Avenue, which shall hereinafter be referred to as the "Project". Said agreement provides that City will prepare the plans and specifications for the Project, award a contract for the Project and supervise the construction thereof to completion.

SECTION 2. The Director of Public Works is hereby authorized to carry out the terms and provisions of said agreement and to expend such sums of money as are necessary to meet City's obligations under

said agreement from moneys properly appropriated therefor from the 1966 Traffic Improvement Bond Fund.

ADOPTED this 17th day of August, 1970, by the following vote:

AYES:	Councilmen -	Colla, Goglio, Gross, Mineta, Shaffer, and James
NOES:	Councilmen -	None
ABSENT:	Councilmen -	Hays

\_\_\_\_\_  
Mayor  
Ronald R. James

ATTEST:

\_\_\_\_\_  
City Clerk  
Francis L. Greiner

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:

Francis L. Greiner, City Clerk  
of the City of San Jose, Calif.

By: Judith C. Roes Deputy

Dated: August 19, 1970

Form No. 170-40

Void if detached

California

TRANSMITTAL MEMORANDUM

S.D. 1

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

DATE: August 24, 1970

FOR: BOARD OF SUPERVISORS AGENDA OF September 8, 1970

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: AGREEMENT WITH THE CITY OF SAN JOSE FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AT THE INTERSECTIONS OF BLOSSOM HILL ROAD WITH KOOSER ROAD, PEARL AVENUE AND CAHALAN AVENUE

DESCRIPTION:

The attached agreement provides for the installation of traffic signals on Blossom Hill Road at the Kooser Road, Pearl Avenue and Cahalan Avenue intersections. The project will also include minor roadway widening of Blossom Hill Road in the vicinity of Kooser Avenue to provide four lanes of traffic.

The estimated cost of the County's share of the project is \$37,500 with a maximum limit of \$41,000. Funds are available in the FY 1970-71 budget.

Approval is recommended.

Upon execution of the Agreement by the Board, please submit an executed copy of the Agreement to the City Clerk of the City of San Jose.

LM:ARM:vlh

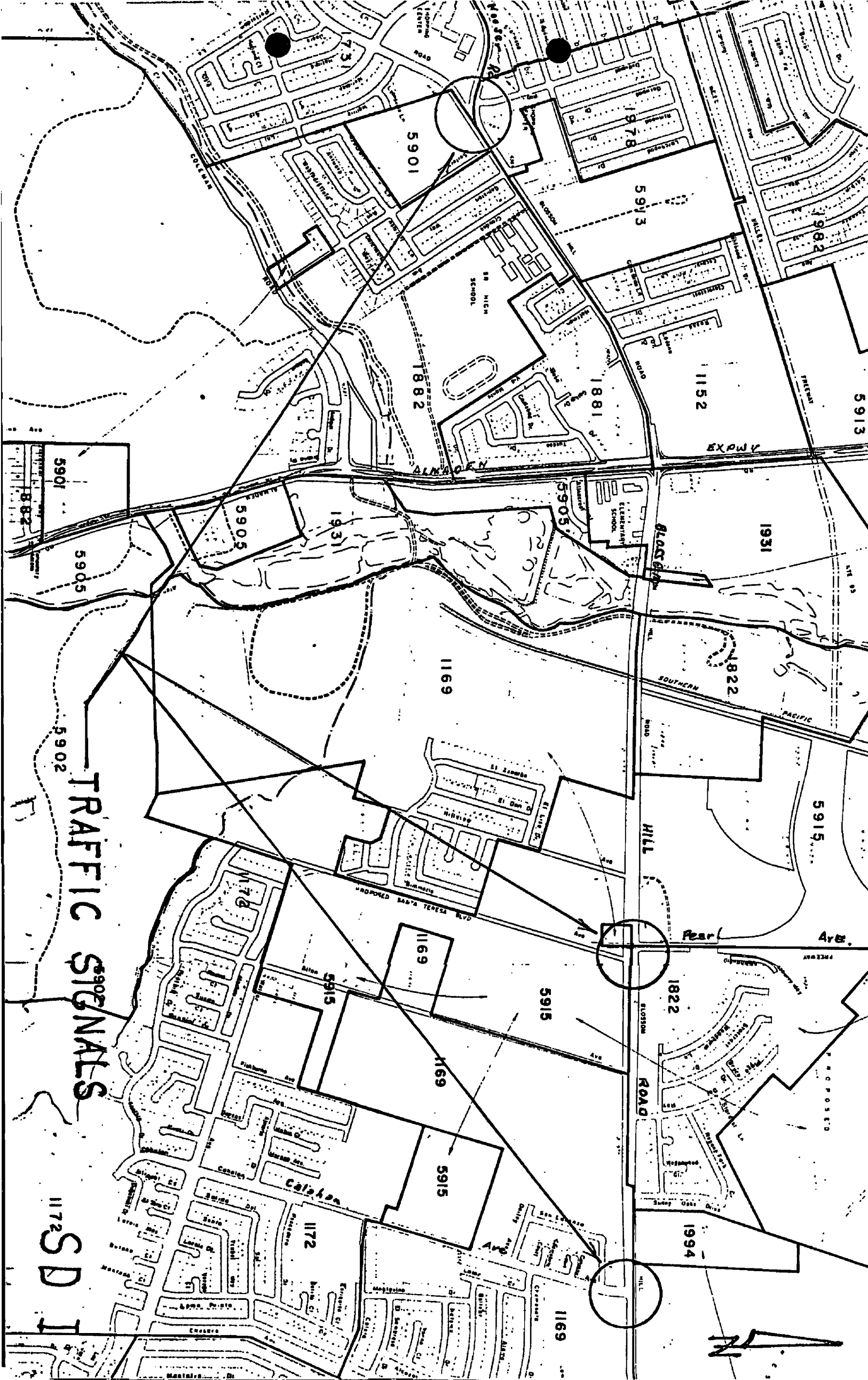
attachments

*EM* APPROVED: JAMES POTT *[Signature]*

HOWARD CAMPEN \_\_\_\_\_ *(m)*

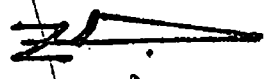
AGENDA DATA: DATE: \_\_\_\_\_  
ITEM NO: \_\_\_\_\_

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



TRAFFIC SIGNALS

SD I



# memorandum



TO	Public Works Department	FROM	Board of Supervisors
SUBJECT	Agreement with San Jose - Traffic Control	DATE	Aug. 20, 1970

Signals and Intersection Impvts.

Please review this agreement and return all papers with your recommendation to the Board of Supervisors.

Thank you,

*Lillian Owen*

Attachments - letter and agreement (with City resolution)



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

August 19, 1970

Santa Clara County  
Board of Supervisors  
524 Administration Building  
70 W. Hedding.  
San Jose, California 95110

AGREEMENTS: IMPROVEMENT OF BASCOM AVENUE BETWEEN UNION AVENUE AND WEST VALLEY FREEWAY; INSTALLATION OF TRAFFIC CONTROL SIGNALS AND INTERSECTION IMPROVEMENTS AT THE INTERSECTIONS OF - BLOSSOM HILL ROAD/KOOSER ROAD, BLOSSOM HILL ROAD/PEARL AVENUE AND BLOSSOM HILL ROAD/CAHALAN AVENUE AND FOR SHARING OF COSTS THEREOF

Enclosed are two copies each of the above captioned agreements. Attached to each separate copy is a certified resolution pertaining to each.

After execution, please return both copies of both agreements to the attention of: Mrs. Judith C. Ross, City Clerk's Office, Room 116, San Jose, California 95110.

Sincerely,

*Judith C. Ross*

JUDITH C. ROSS  
DEPUTY CITY CLERK

Enc. 4