

4-23-91
#7
2 duplicate originals with original signatures (one pink-tagged) to City of San Jose/Dept. of Public Works, Attn: Ralph A. Qualls (picked up by Chris Ching, City of San Jose) - 4-25-91/kmk Original returned and two copies sent to Transportation Agency, Roads Operations, c/o Dorothy Gullion - 10-15-91/js

AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR
STREET RESURFACING

THIS AGREEMENT, is made and entered into this _____ day of APR 23 1991, 1991, 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".

WITNESSETH

WHEREAS, in Fiscal Year 1990-91, CITY plans to award a contract to resurface certain public streets with asphalt concrete together with all work necessary to complete the resurfacing, which improvements shall be hereinafter referred to as "CITY CONTRACT"; and

WHEREAS, Camden Avenue from city limit to 50 feet east of Leigh Avenue in the CITY needs to be resurfaced; and

WHEREAS, Meridian Avenue between the south side of Dry Creek Road and the north side of Hamilton Avenue in the CITY needs to be resurfaced; and

WHEREAS, certain portions of all said streets lie within the jurisdictional limits of COUNTY; and

WHEREAS, for the best interest of the public, CITY and COUNTY desire to have said portions of said streets resurfaced in an orderly and economical manner by including both CITY and COUNTY portions in the CITY contract.

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

AGREEMENT

1. Scope of Work: The scope of work shall consist of the resurfacing of Camden Avenue from city limit to 50 feet east of Leigh Avenue, and Meridian Avenue between the south side of Dry Creek Road and the north side of Hamilton Avenue, under jurisdiction of both CITY and COUNTY, together with all work necessary to complete the resurfacing, all of the improvements shall be hereinafter referred to as "PROJECT".
2. Plans, Specifications and Estimates: CITY shall prepare, or cause to be prepared, plans, specifications and estimates for PROJECT and shall submit the plans, specifications and estimates to COUNTY for COUNTY's approval.

3. Award of Contract and Construction: CITY shall award and administer a contract for construction of the PROJECT. City reserves the right to reject any or all bids for this project.
4. Cost Sharing of Project: The PROJECT will be funded by CITY and by COUNTY. Each party's share shall be prorated on the construction cost of the resurfacing improvements within the respective party's jurisdictional boundaries. COUNTY's share of the PROJECT cost has been estimated to be \$172,870 including administrative costs estimated to be Twenty percent (20%) of the construction costs. The administrative costs shall include preparation of plans and specifications, bidding, contract administration, inspection and incidental expenses of this PROJECT.
5. Payment of Project Cost: CITY shall send COUNTY a statement of costs within 30 days of the advertisement of construction contract for PROJECT. COUNTY agrees to deposit \$172,870 with CITY within 30 days of issuance of the statement, or upon award of contract by CITY whichever first occurs.
 - a. Upon completion of PROJECT, CITY shall determine the actual cost and advise COUNTY of COUNTY's share of the cost based on the contract unit costs of items constructed in COUNTY's jurisdictional boundaries.
 - b. COUNTY's share of the final cost of PROJECT shall be determined within 30 days after completion and acceptance of PROJECT by CITY.
 - c. Should COUNTY's final cost exceed the amount deposited with CITY, COUNTY shall pay CITY the additional amount unless provided otherwise in a subsequent agreement.
 - d. Should COUNTY's final cost be less than the amount deposited with CITY, CITY shall refund the excess amount to COUNTY within 30 days of final accounting by CITY.
6. Maintenance and Operation: The sharing of cost for maintenance and operation of the resurfaced pavement shall be as determined for the maintenance and operation of the pavement on those areas at present. This Agreement is not intended to change any jurisdiction between CITY and COUNTY with regards to maintenance operation or repair responsibility.
7. Mutual Indemnifications and Insurance:

It is mutually understood and agreed:

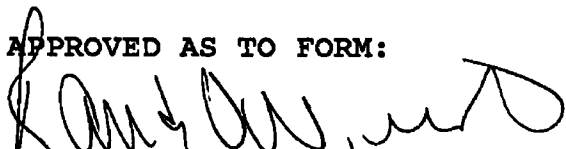
 - a. That neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement. It is

also understood and agreed that, pursuant to the Government Code Section 895.4, CITY shall indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under this agreement.

- b. That neither CITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY or by the contractor awarded the "CITY CONTRACT" under or in connection with any work, authority or jurisdiction delegated to COUNTY or to the contractor awarded the "CITY CONTRACT" under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything or omitted to be done by COUNTY under this Agreement.
- c. 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 construction of the PROJECT and until the PROJECT is accepted by CITY, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both COUNTY and CITY, naming COUNTY and CITY and their respective officer and claims, loss liability, cost or expense arising out of or in any way connected with the construction of the PROJECT.

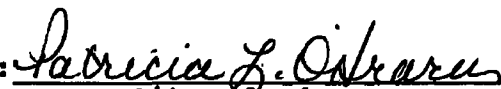
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

APPROVED AS TO FORM:



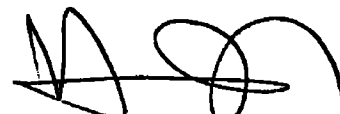
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By: 

Acting City Clerk, Patricia L. O'Hearn

APPROVED AS TO FORM AND LEGALITY:

 4-2-91

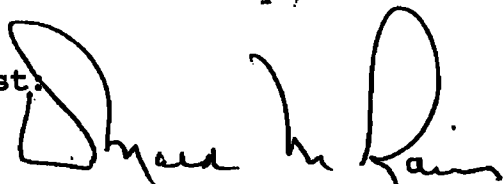
Santa Clara County Counsel

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

By: 

Chairperson, Board of Supervisors
Dianne McKenna

Attest:

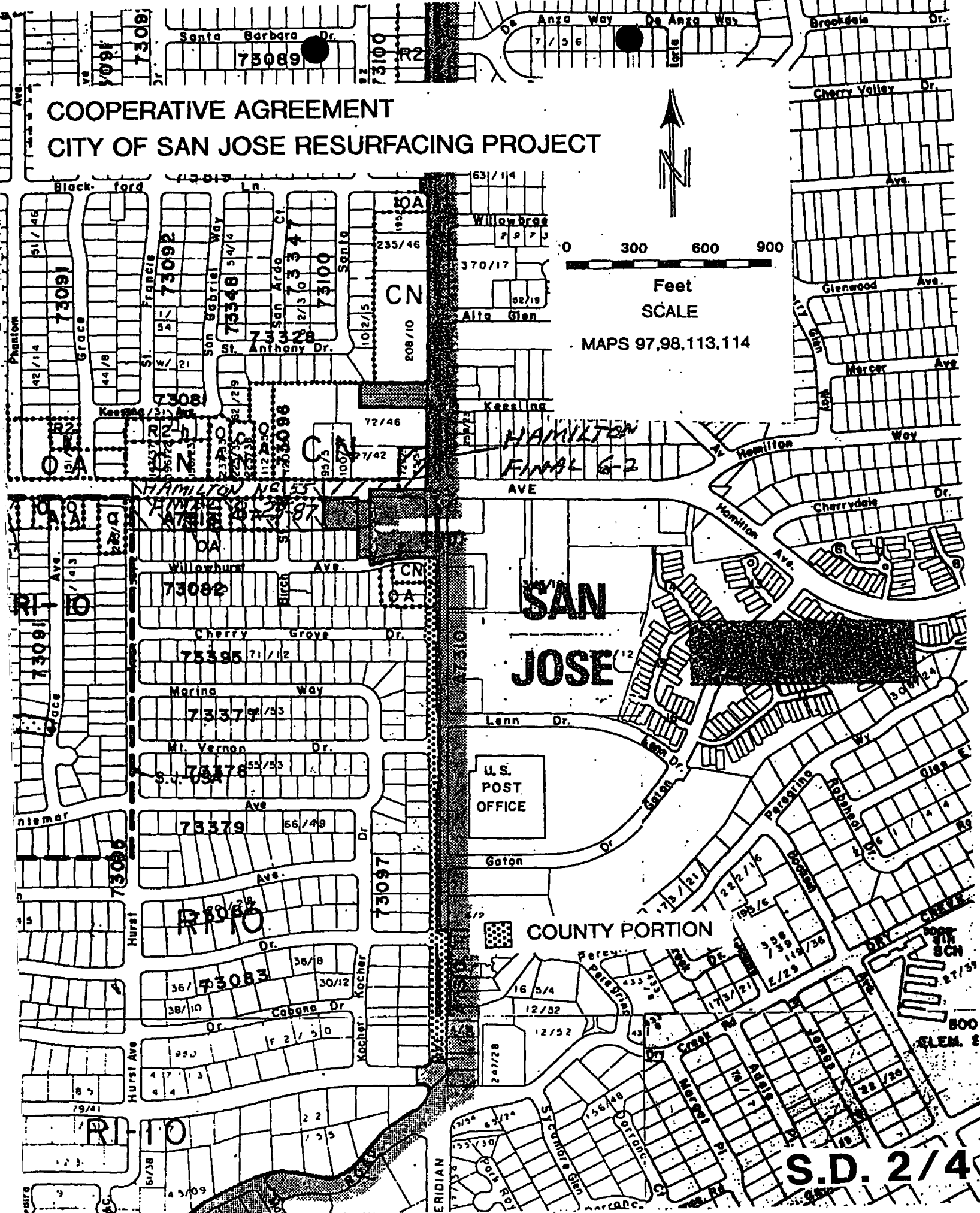


Donald M. Rains, Clerk
Board of Supervisors

COOPERATIVE AGREEMENT CITY OF SAN JOSE RESURFACING PROJECT



Feet
SCALE
MAPS 97,98,113,114



HAMILTON
FINAL G-2

SAN
JOSE

U.S.
POST
OFFICE

COUNTY PORTION

S.D. 2/4

**COOPERATIVE AGREEMENT
CITY OF SAN JOSE RESURFACING PROJECT**

SAN JOSE

SCHOOL

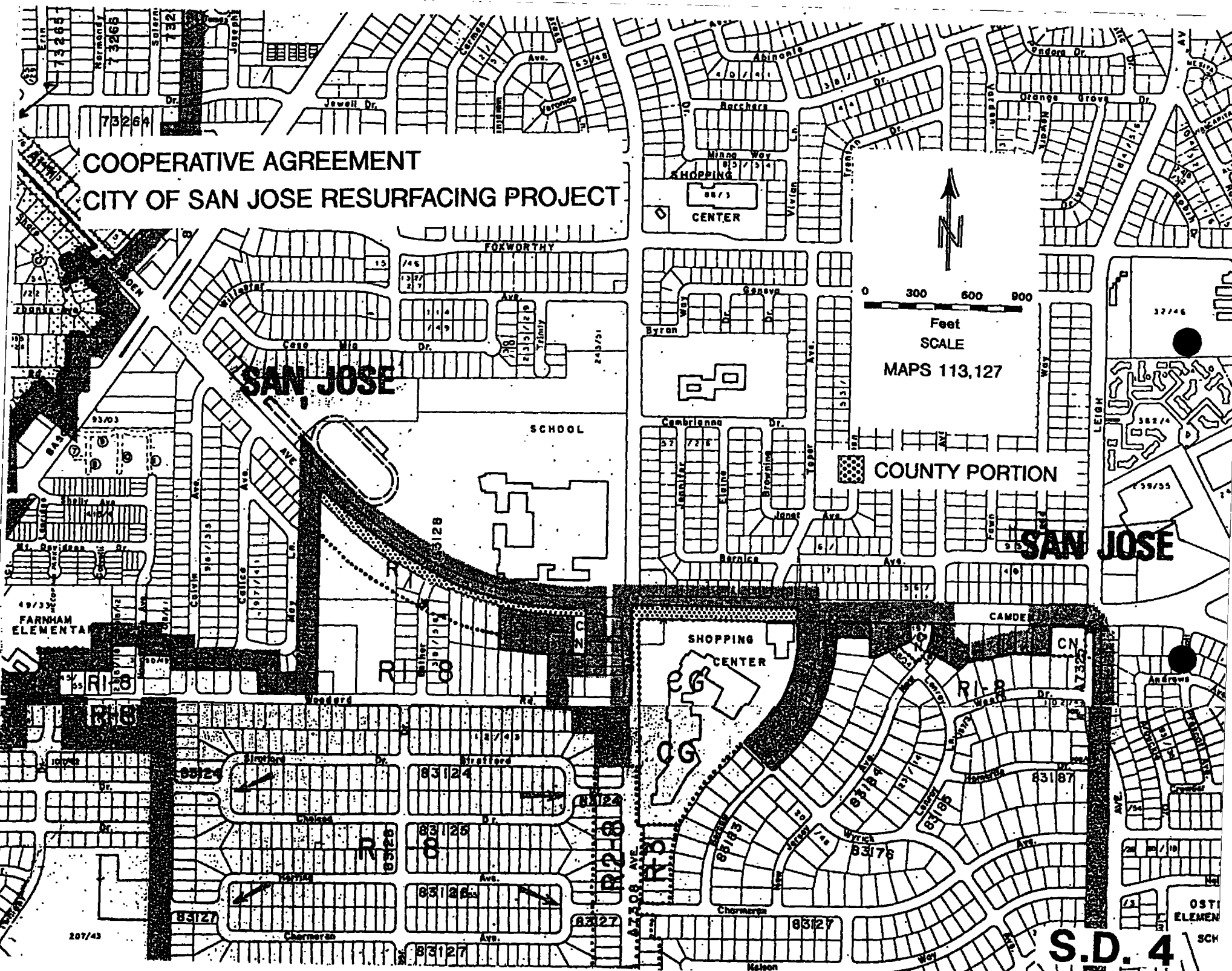
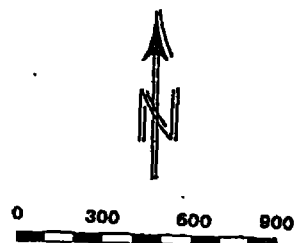
MAPS 113,127

COUNTY PORTION

SAN JOSE

SHOPPING
CENTER

S.D. 4



207/43

OSTI
ELEMEN
SCH

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Michael M. Honda, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

April 25, 1991

Mr. Ralph A. Qualls
CITY OF SAN JOSE
Department of Public Works
801 North First Street
San Jose, CA 95110

Dear Mr. Qualls:

SUBJECT: Agreement By and Between the City of San Jose and the County of
Santa Clara for Street Resurfacing

The Santa Clara County Board of Supervisors, in its meeting of April 23,
1991, Item No. 7 voted unanimously to approve the subject Agreement.

Attached are two originally signed copies of the Agreement (one pink
tagged) for execution by the City of San Jose. Upon completion of these
contracts, please return the pink-tagged copy to this office for further
processing

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK



Kay Kazmierczak
Deputy Clerk

DMR:kmk

cc: Transportation Agency/
Roads Operations

memorandum



TO	<i>Ann Stone</i>	FROM	<i>Estelle, (A. Dixon)</i>
SUBJECT	<i>Revised TM.</i>	DATE	<i>4-17-91</i>

Attached are copies of the Revised Transmittal for the 4/23 Agenda.

Error was found per telephone call from Kay K & w/ follow-up, discovered that McKean was not omitted in TM as it sh/ have been. (Road Dept) was very apologetic. Sorry for the inconvenience. The agreement is OK as is. —

TRANSMITTAL MEMORANDUM

Page 1 of 2

S.D. 2, 4

Prepared by: W. L. Kinaman/E. Yokoi
Reviewed by: Alan V. Jones
Submitted by: R. M. Shields

DATE: April 2, 1991

APPROVED: DIRECTOR 

TRANSIT DISTRICT BOARD: Agenda Date: _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date: April 23, 1991 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date: _____ Item No. _____

FROM: R. M. Shields, Deputy Director, Roads Operations

SUBJECT: AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR STREET RESURFACING

RECOMMENDED ACTION:

It is recommended that the County enter into the attached Agreement with the City of San Jose.

FISCAL IMPLICATIONS:

The estimated cost to the County for the proposed resurfacing work is One Hundred Seventy Two Thousand Eight Hundred Seventy dollars (\$172,870.00). The estimate is based on the portions of Camden Avenue, McKean Road and Meridian Avenue which lie within the County jurisdiction.

Funds for the planned project are available in the Road Fund, Fund 0023, Budget Unit 603, Index 4002, Account 2895-C3118.

REASONS FOR RECOMMENDATION:

The City of San Jose has requested that the County participate in a project to resurface Camden Avenue from the City limit to 50 feet east of Leigh Avenue and Meridian Avenue from the south side of Dry Creek Road to the north side of Hamilton Avenue.

A review and analysis of these streets show that they are in need of resurfacing and that the work can best be accomplished under a single contract.



COUNTY BOARD OF SUPERVISORS AGENDA DATE: April 23, 1991

SUBJECT: AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR STREET RESURFACING

BACKGROUND:

Camden Avenue is a major arterial which serves large, growing residential areas in the Almaden Valley, providing access to Highway 17 and other major north-south arterials.

Meridian Avenue is a major north-south arterial which serves local residential, commercial and commute traffic.

The City has proposed a road resurfacing project and will be the lead agency in advertising and administering a contract to provide a new asphaltic surface on these roadways.

This resurfacing is estimated to add ten years to the effective life of these roadways.

CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, it will cause the County and the City to incur additional costs in the performance of their preventative maintenance.

STEPS FOLLOWING APPROVAL:

The Agreement will be fully executed by the City of San Jose and the terms of the Agreement carried out. The approved funds will be used to pay the road resurfacing project costs.

Return two (2) executed original agreements to the City of San Jose, Dept. of Public Works, Attn: Ralph A. Qualls, for City execution (Call Mr. Chris Ching, 277-4217 for personal delivery). A fully executed copy will be returned by the City to the Clerk of the Board for the Board of Supervisors' files. Send two (2) copies of the fully executed Agreement to the Transportation Agency, Roads Operations.

WLK/EY:cpv

Attachments: Agreement/Location Maps

cc: LR, LM, SAB, JAR, AK, HK



CITY OF SAN JOSÉ, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95110
TELEPHONE (408) 277-4424
FAX (408) 277-3285

CITY CLERK

May 9, 1991

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

RE: AGREEMENT FOR STREET RESURFACING

Enclosed for your records is a copy of the above-referenced agreement which was approved by the City Council of the City of San Jose on April 30, 1991.

Patricia L. O'Hearn
Acting City Clerk

By: Sharon K. Pardun
Analyst II
Legal Support Division

Enclosure

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY APR 23 1991

DONALD M. RAINS, Clerk of the Board

By [Signature]
Deputy Clerk

TRANSMITTAL MEMORANDUM

Page 1 of 2

S.D. 2, 4

Prepared by: W. L. Kinaman/E. Yokoi
Reviewed by: Alan V. Jones
Submitted by: R. M. Shields

DATE: April 2, 1991

APPROVED: DIRECTOR [Signature]

TRANSIT DISTRICT BOARD: Agenda Date: _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date: April 23, 1991 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date: _____ Item No. _____

FROM: R. M. Shields, Deputy Director, Roads Operations

SUBJECT: AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR STREET RESURFACING

RECOMMENDED ACTION:

It is recommended that the County enter into the attached Agreement with the City of San Jose.

FISCAL IMPLICATIONS:

The estimated cost to the County for the proposed resurfacing work is One Hundred Seventy Two Thousand Eight Hundred Seventy dollars (\$172,870.00). The estimate is based on the portions of Camden Avenue and Meridian Avenue which lie within the County jurisdiction.

Funds for the planned project are available in the Road Fund, Fund 0023, Budget Unit 603, Index 4002, Account 2895-C3118.

REASONS FOR RECOMMENDATION:

The City of San Jose has requested that the County participate in a project to resurface Camden Avenue from the City limit to 50 feet east of Leigh Avenue and Meridian Avenue from the south side of Dry Creek Road to the north side of Hamilton Avenue.

A review and analysis of these streets show that they are in need of resurfacing and that the work can best be accomplished under a single contract.

ORIGINAL

APR 23 1991

4/25/91-kmk

Approved copies to: T/A - Roads Operations; T/A - Administration

COUNTY BOARD OF SUPERVISORS AGENDA DATE: April 23, 1991

SUBJECT: AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR STREET RESURFACING

BACKGROUND:

Camden Avenue is a major arterial which serves large, growing residential areas in the Almaden Valley, providing access to Highway 17 and other major north-south arterials.

Meridian Avenue is a major north-south arterial which serves local residential, commercial and commute traffic.

The City has proposed a road resurfacing project and will be the lead agency in advertising and administering a contract to provide a new asphaltic surface on these roadways.

This resurfacing is estimated to add ten years to the effective life of these roadways.

CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, it will cause the County and the City to incur additional costs in the performance of their preventative maintenance.

STEPS FOLLOWING APPROVAL:

The Agreement will be fully executed by the City of San Jose and the terms of the Agreement carried out. The approved funds will be used to pay the road resurfacing project costs.

Return two (2) executed original agreements to the City of San Jose, Dept. of Public Works, Attn: Ralph A. Qualls, for City execution (Call Mr. Chris Ching, 277-4217 for personal delivery). A fully executed copy will be returned by the City to the Clerk of the Board for the Board of Supervisors' files. Send two (2) copies of the fully executed Agreement to the Transportation Agency, Roads Operations.

WLK/EY:cpv

Attachments: Agreement/Location Maps

cc: LR, LM, SAB, JAR, AK, HK