

ROADS C & A
Cost Sharing - Capitol
Expressway
San Jose

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR COST SHARING FOR THE CONNECTION OF NIEMAN BOULEVARD TO CAPITOL EXPRESSWAY AND INSTALLATION OF TRAFFIC SIGNALS.

This First Amendment to Agreement, made and entered into this 9th day of JUNE, 1987 by and between the City of San Jose, a municipal corporation of the State of California (hereinafter "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, the City and County entered into an agreement on March 11, 1986 for the connection of Nieman Boulevard to Capitol Expressway and installation of traffic signal; and

Whereas, by the provisions of said agreement, the agreement shall terminate on June 30, 1987 if City has not awarded a contract for construction of the project prior to that date.

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

The provisions of Article 4 (C) Termination of the original agreement shall be amended to read:

"Termination. This agreement shall terminate on June 30, 1988, if City has not awarded a contract for construction of said project, prior to that date."

All other terms, conditions and provisions of said original agreement shall remain unchanged.

Witness the execution hereof the day and year first hereinabove written.

Approved as to form:

City of San Jose
a Municipal Corporation

By: C.M. Kelly
Deputy City Attorney

By: Andrea M. Pavone
Andrea M. Pavone
City Clerk
JUN 22 1987

Approved as to Form and Legality:

County of Santa Clara
a political subdivision

[Signature]
Deputy County Counsel
7/27/87

By: Dianne McKenna
Chairperson, Board of Supervisors
(Dianne McKenna)

Attest: [Signature]

Donald Rains, Clerk, Board of Supervisors

ORIGINAL

JUN 9 1987

2 originals (1 pink-tagged) to City Clerk, City of San Jose, for execution and return. 6/16/87. jw
Fully executed copies to: Transportation Agency; Transportation Agency - Finance Division; and
Controller's Office - 10/29/87 djr

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO. None
CHANGE ORDER NO. None

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

DATE: October 29, 1987

The following Amendment to Agreement was approved by the Board of Supervisors at a meeting held on June 9, 1987, Item No. 8.


PROJECT TO BE CHARGED: Agreement relating to connection of Nieman Boulevard to Capitol Expressway and installation of traffic signals.

FOR THE AMOUNT OF \$ - no change

CONTRACTOR: City of San Jose.

COMPLETION DATE: extended to June 30, 1988.

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)



Deputy Clerk
Dorothy Roach

- CC -- CONTROLLER
- CC -- FILE
- CC -- TRANSPORTATION AGENCY
- CC -- T/A FINANCE

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
Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

June 16, 1987

Andrea M. Pavone, City Clerk
City of San Jose
801 North First Street
San Jose, California 95110

Dear Ms. Pavone:

SUBJECT: First Amendment to Agreement Between the City of San Jose and
the County of Santa Clara For Cost Sharing For the Connection
of Nieman Boulevard to Capitol Expressway and Installation of
Traffic Signals

Enclosed are our original, pink tagged for return, and one
originally signed copies of the subject Amendment for your execution.

Please return our copy when you have signed it.

Thank you.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK

Jenette Williams
Deputy Clerk

DMR:jw

Enclosures

California



TRANSMITTAL MEMORANDUM

Prepared by WONG

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S.D. 2

Reviewed by BRUCE

Submitted by READING

DATE: May 20, 1987

APPROVED: DIRECTOR *TA*

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date June 9, 1987 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

SA

FROM: SCOTTY A. BRUCE, DEPUTY DIRECTOR
DESIGN AND CONSTRUCTION

SUBJECT:

AMENDMENT TO THE COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA RELATING TO THE CONNECTION OF NIEMAN BOULEVARD TO CAPITOL EXPRESSWAY AND THE INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF NIEMAN BOULEVARD AND CAPITOL EXPRESSWAY.

RECOMMENDED ACTION:

Approval of the attached amendment to the City of San Jose/County of Santa Clara Cost Sharing Agreement which provides for the connection of Nieman Boulevard to Capitol Expressway and the installation of traffic signals is recommended.

The cost sharing agreement was approved by the County on March 11, 1986.

FISCAL IMPLICATIONS:

The amendment to the Cost Sharing Agreement will not increase the funds originally approved for the cost sharing project with the City of San Jose.

The County's share of the work is estimated at \$110,000. The total estimated cost of the project is \$1,625,000.

ORIGINAL

DATE: May 20, 1987

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 9, 1987

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AMENDMENT TO THE COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA RELATING TO THE CONNECTION OF NIEMAN BOULEVARD TO CAPITOL EXPRESSWAY AND THE INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF NIEMAN BOULEVARD AND CAPITOL EXPRESSWAY.

REASONS FOR RECOMMENDATION:

Because of the delay encountered in obtaining clear, legal right-of-entry to the former Mosby property for Nieman Boulevard, the City is unable to award the construction contract prior to the termination date of June 30, 1987.

Therefore, the City of San Jose has requested an amendment to the Joint City-County Cost Sharing Agreement extending the termination date from June 30, 1987 to June 30, 1988.

BACKGROUND:

The Cost Sharing Agreement between the City of San Jose and the County of Santa Clara for the connection of Nieman Boulevard to Capitol Expressway and installation of traffic signals was approved in March of 1986.

The subject amendment was prepared by the City of San Jose and forwarded to the County for execution. This Amendment has been "Approved as to Form and Legality" by both the City Attorney and the County Counsel's office. The Amendment will be executed by the City of San Jose on June 23, 1987.

CONSEQUENCES OF NEGATIVE ACTION:

A negative action will not provide the time extension needed, and the traffic signal installation and the connection of Nieman Boulevard to Capitol Expressway will be delayed until the Amendment is approved.



DATE: May 20, 1987

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 9, 1987

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AMENDMENT TO THE COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA RELATING TO THE CONNECTION OF NIEMAN BOULEVARD TO CAPITOL EXPRESSWAY AND THE INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF NIEMAN BOULEVARD AND CAPITOL EXPRESSWAY.

STEPS FOLLOWING APPROVAL:

The City of San Jose will execute the Amendment on June 23, 1987.

Transmit both signed copies of Agreement to:

Mr. D. Kent Dewell
Director of Public Works
City of San Jose
801 N. First St.
San Jose, CA 95110

AKW:pm

Attachment

cc: SAB
RBP
JLC
JME
AJ
EE
DFM



6e (7)

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR COST SHARING FOR THE CONNECTION OF NIEMAN BOULEVARD TO CAPITOL EXPRESSWAY AND INSTALLATION OF TRAFFIC SIGNALS

This Agreement, made and entered into on the _____ day of MAR 11 1986 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, CITY plans to connect Nieman Boulevard to Capitol Expressway to facilitate the movements of traffic between the two roads; and

WHEREAS, COUNTY has determined that a traffic signal system is warranted for said traffic movements at the Expressway intersection; and

WHEREAS, in the best interest of the public CITY and COUNTY desire to have the improvements completed in a timely and efficient manner;

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 do hereby agree as follows:

A G R E E M E N T

1. Plans and Specifications: CITY shall prepare plans and specifications for construction of the project to connect Nieman Boulevard to Capitol Expressway hereinafter referred to as "PROJECT". Plans and specifications shall be submitted to COUNTY for approval pursuant to an encroachment permit process.
2. Award of Contract and Construction: CITY shall award and administer the construction contract pursuant to the law governing CITY and subject to conditions of the COUNTY encroachment permit.

ORIGINAL

1 orig. City of San Jose, 1 cc Transportation Agency-Administration 3/12/86 sla

3. COST SHARING OF PROJECT: CITY shall pay for all right-of-way costs and the PROJECT construction costs except for the traffic signal system at Capitol Expressway and Nieman Boulevard. The total CITY cost including right-of-way is estimated to be One Million Five Hundred Twenty Six Thousand Dollars (\$1,526,000). COUNTY shall pay for all traffic signal installation costs at the intersection of Nieman Boulevard and Capitol Expressway. The total cost to COUNTY is estimated to be One Hundred Thousand Dollars (\$100,000).

4. PAYMENT OF COSTS: If a construction contract for the project is awarded by City, COUNTY agrees to deposit \$100,000 with CITY upon demand within 30 days of award of contract with the following provisions:
 - a) Maximum County Participation. County's share of total construction costs shall not exceed One Hundred and Ten Thousand Dollars (\$110,000) for said project. In the instance the County's share of construction costs should exceed the said amounts, the City shall notify the County and request County Board of Supervisors' authorization for additional County participation for said project.
 - b) Records and Accounts. City shall keep, maintain and render available for inspection by County or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by City on construction of said project.
 - c) Termination. This agreement shall terminate on June 30, 1987, if City has not awarded a contract for construction of said project prior to that date.
 - d) Final Accounting. Upon completion of the project, City shall pay the final construction costs of said project and shall prepare and furnish to County a final accounting of the total costs of said project. Said accounting shall show the final total construction costs of said project in its entirety.
 - e) Adjustment of Costs. If the final accounting of the project indicates pre-payment received by City from County exceeds the County's share of the construction costs, as set forth herein, the City shall return the difference to County. If the final accounting indicates the pre-payment is less than the County's share, County shall forthwith pay City the difference.

5. Operation and Maintenance: Upon completion of the PROJECT construction and acceptance by COUNTY, COUNTY shall maintain the roadway around the returns on Nieman Boulevard to the limits of the COUNTY right-of-way. COUNTY shall operate and maintain the traffic signals installed at this intersection.
6. Mutual Indemnification: Hold Harmless: 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 Government Code Section 895.4, CITY shall fully 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 under or in connection with any work, authority or jurisdiction delegated to 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 under or in connection with any work authority or jurisdiction delegated to COUNTY 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 done or omitted to be done by COUNTY under this Agreement.
 - c) 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 construction of said PROJECT and until said PROJECT is accepted by CITY, public liability and property damage insurance in forms and limits of liability and satisfactory and acceptable to both COUNTY and CITY, naming COUNTY and CITY and their respective officer and employees as insureds, 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 that if CITY or COUNTY, or their respective officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

7. Public Hearings and Environmental Statements. City shall conduct public hearings and prepare environmental impact reports if required by existing legislation applicable to the construction of said project.

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

APPROVED AS TO FORM:

C.M. Kelle
Deputy City Attorney

CITY OF SAN JOSE,
a municipal corporation

BY: Andrea M. Pavone
Andrea M. Pavone, City Clerk
"City"

APPROVED AS TO FORM AND LEGALITY:

for H.D. Keaton
Herbert W. Keaton, Deputy County Counsel
1-27-86

COUNTY OF SANTA CLARA
a political subdivision

BY: Susanne Wijsen
Chairperson, Board of Supervisors
Susanne Wijsen "COUNTY"

ATTEST:

Donald M. Rains
Donald Rains, Clerk, Board of Supervisors
M.

lew

TCEN
Transportation

JAN 24 1963

Transportation

County of Santa Clara
California

March 12, 1986

Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

City of San Jose
801 North First Street
San Jose, CA. 95110

Attn: City Clerk

Subject: Agreement for cost sharing in connection of Nieman Blvd.
to Capitol Expressway and installation of Traffic signals

Enclosed you will find one fully executed copy/~~copies~~
of the subject agreement/~~contract/lease~~ between the
County of Santa Clara and the party named above. The
Board of Supervisors at its regularly scheduled meeting on
March 11, 1986, approved this agreement/~~contract/~~
~~lease~~ on behalf of the County.

The enclosed is for your files.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK

Sheri Atencio
Deputy Clerk

DMR:sla

Enclosures *Donald M. Rains*

M.

California



TRANSMITTAL MEMORANDUM

Prepared by Wong

Page 1 of 2

S.D. 2

Reviewed by Bruce

Submitted by Reading

DATE: February 25, 1986

APPROVED: DIRECTOR Jn

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date March 11, 1986 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

JAB
FROM:

SCOTTY A. BRUCE, Transportation Development

SUBJECT:

COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA RELATING TO THE CONNECTION OF NIEMAN BOULEVARD TO CAPITOL EXPRESSWAY AND THE INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF NIEMAN BOULEVARD AND CAPITOL EXPRESSWAY

RECOMMENDED ACTION:

Approval of the attached City of San Jose/County of Santa Clara Cost Sharing Agreement which provides for the connection of Nieman Boulevard to Capitol Expressway and the installation of traffic signals is recommended.

The Agreement has been approved by the City of San Jose on March 4, 1986 and will provide for the sharing of costs attributable to this City of San Jose administered project.

FISCAL IMPLICATIONS:

Sufficient funds have been included in the current (FY 1985-86) Road Fund Expressway System - Transportation System Management Account (0023-6412-2890) to provide the estimated County share of \$110,000 for this project. The total estimated cost of the project is \$1,626,000.

REASONS FOR RECOMMENDATION:

The City of San Jose desires to connect Nieman Boulevard to Capitol Expressway to provide better traffic circulation and access movements for the local communities. The County of Santa Clara desires to accommodate this connection of Nieman Boulevard to Capitol Expressway, and additionally provide installation of traffic signals at the connection for safe and efficient traffic operations on the expressway.

ORIGINAL

MAR 11 1986

DATE: February 25, 1986

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: March 11, 1986

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT:

COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA RELATING TO THE CONNECTION OF NIEMAN BOULEVARD TO CAPITOL EXPRESSWAY AND THE INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF NIEMAN BOULEVARD AND CAPITOL EXPRESSWAY

BACKGROUND:

The amendment to the Expressway Agreement between the County of Santa Clara and the City of San Jose to provide for the connection of Nieman Boulevard to Capitol Expressway was approved in January of 1982.

The subject Agreement was prepared by the City of San Jose and forwarded to the County for execution. This Agreement was prepared by the City of San Jose and forwarded to the County for execution. This Agreement has been "approved as to form and legality" by both the City Attorney and the County Counsel's office. The Agreement has been executed by the City of San Jose.

CONSEQUENCES OF NEGATIVE ACTION:

A negative action will not provide the necessary fundings, and the traffic signal installation and the connection of Nieman Boulevard to Capitol Expressway will be delayed until the Agreement is approved.

STEPS FOLLOWING APPROVAL:

The City will advertise, award and administer the project construction contract to completion.

The City will furnish project final accounting to the County and adjust costs accordingly.

SAB:AKW:es

Attachments

cc: SAB
JLC
JME
DEC
D. Mahin, Finance
AKC
RBP

