

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR COST
SHARING FOR THE INTERSECTION IMPROVEMENTS
AT CAPITOL EXPRESSWAY AND TULLY ROAD

JUL 29 1980

THIS AGREEMENT, made and entered into this _____ day of ~~JUN 09 1980~~

1980, 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 in the State of California, (hereinafter "COUNTY").

WITNESSETH

WHEREAS, it is in the public interest that certain traffic control signal be modified and certain intersection configuration be altered on Capitol Expressway at Tully Road to accommodate the proposed construction of Tully Road from Capitol Expressway to White Road;

WHEREAS, it is in the best interest of orderly and economic construction practice to complete the signal modification and intersection improvements under an agreement between County and City, providing that a construction contract for said project be awarded and administered by City;

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

1. SCOPE OF PROJECT. The scope of the project consists of intersection improvements, necessary channelization to include double left-turn lanes in each direction on Capitol Expressway and modification of the traffic control signal at said intersection.
2. PUBLIC HEARINGS AND ENVIRONMENTAL STATEMENTS: City shall conduct all public hearings and shall prepare all environmental statements that may be required for said project by existing legislation.
3. PLANS, SPECIFICATIONS AND ESTIMATES: City shall prepare, or cause to be prepared, plans, specifications and estimates for said project and submit such plans, specifications and estimates to County for County's approval.
4. SHARING OF COSTS: County agrees to pay for the improvements on Capitol Expressway at Tully Road and to pay for 40 percent of the cost for the traffic signal modification at Capitol Expressway at Tully Road. The County's share of project costs is estimated to be \$145,000.

*cc: Transportation, Counsel
A/C: City of San Jose*

NOTICE
Please return this document to the Board of Supervisors, Santa Clara County, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

5. PREPAYMENT: Thirty (30) days before the advertisement for bids and upon request by the City, the County shall pay to City the County's share of the estimated total project cost. The estimated County's share for said project is \$145,000.
6. AWARD OF CONTRACT: After County has approved the project plans and specifications, City shall advertise for bids for project construction, award a contract therefor, and supervise the construction to completion except that County will inspect the construction activities on Capitol Expressway.
7. MAXIMUM COUNTY SHARE: It is mutually agreed that County's share of the project costs shall not exceed \$165,000. In the event County's share does exceed said amount, City shall notify County and request the County Board of Supervisor's authorization for additional County participation in said project.
8. 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 for which he is so engaged and until the acceptance of said project by City, a policy of public liability and property damage insurance insuring City, its officers and employees and County, its officers and employees, in connection 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-insured on such policy.
9. PROJECT COSTS: As used in this agreement, the term "project costs" of said project shall mean the sum total of all construction costs and expenditures made by City and County in connection with said project. Construction costs are for demolition of certain existing road features; construction of new intersection; and type 26 standards with 45 foot mastarm, including new conduit and rewire of intersection, modification of signal controller and cabinet. Expenditures include, but not limited to, costs and expenses for engineering, preparation of plans and specifications, publication, advertising and printing.
10. 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 construction costs of said project in its entirety.
11. ADJUSTMENT OF COSTS: Upon completion of the project and final allocation

of costs, in the event that County's share of project costs is less than its initial deposit, reimbursement shall be made to County within 30 days after the final accounting by the City. In the event that County's share exceeds its initial deposit, County shall pay to City the difference.

12. ADMINISTERING AGENT: In the exercise of this agreement, City shall be the administering agency and, as such, shall possess all powers common to both City and County which may be necessary to effectuate the purpose of this agreement, subject only to the manner of exercise of such power provided herein and the restrictions imposed by law upon City in the exercise of such powers. County hereby give extraterritorial powers to City for construction located within County.
13. MAINTENANCE: Upon completion of construction, said modified signal shall be operated and maintained by County, according to existing City and County agreement on the operation and maintenance of expressway signals.
14. 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 fully 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 under or in connection with any work, authority or jurisdiction delegated to County under this agreement.
15. TERMINATION: In the event that a contract for the construction of the project is not awarded prior to June 30, 1981, the terms of this contract shall be void with respect to said project, and any sums paid by County to City, pursuant to Paragraph 5 herein, with respect to said project

shall be forthwith refunded, except that preliminary engineering costs attributable to the County's share of the improvements for said project, if any, shall be deducted from such sum to be refunded to County.

16. RECORDS AND ACCOUNTS: City and County shall keep, maintain and render available for inspection by each other or each other's authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by City and County on said project.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of ~~JUN 09 1980~~, 1980.

JUL 29 1980

"CITY"
CITY OF SAN JOSE, a municipal Corporation

By *Helen E. Jackson*
City Clerk **Helen E. Jackson**

APPROVED AS TO FORM:

Donald C. Atkinson
Assistant City Attorney

ATTEST: DONALD M. RAINS, Clerk

Donald M. Rains
"COUNTY"
COUNTY OF SANTA CLARA, a political
subdivision of the State of California

JUN 9 1980

By *Stan W. Gault*
Chairperson
Board of Supervisors

APPROVED AS TO FORM:

Ant County Counsel **J-27-80**

RECEIVED
BY CITY CLERK
JUN 25 0 36 AM '80

CITY ATTORNEY
CITY OF SAN JOSE
REC. MAY 14 1980
From _____ To _____

WMS



TRANSMITTAL MEMORANDUM

S.D. 3

Page 1 of 2

DATE: May 13, 1980

COUNTY BOARD OF SUPERVISORS: Agenda Date June 9, 1980 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: *LM* LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE INTERSECTION IMPROVEMENTS AT CAPITOL EXPRESSWAY AND TULLY ROAD

Recommended Action

Approve the cost sharing agreement with the City of San Jose for the intersection improvements at Capitol Expressway and Tully Road. There is sufficient money in the current County Road Fund under line item 2890, "Expressway System TSM Improvement Program". The cost of the total project is estimated at \$400,000. The County's share is estimated at \$165,000; the cost to the City is estimated to be \$235,000.

Reasons for Recommendation

Under the proposed agreement the City will pay for the improvement of Tully Road including double left turns, and the County will pay for the improvement of Capitol Expressway including double left turns at the intersection.

These improvements will substantially reduce traffic congestion at this intersection.

Constructing these improvements as part of one overall improvement rather than by two or three separate projects is expected to result in cost savings and less inconvenience to the traveling public.

Background

The City of San Jose is newly constructing the portion of Tully Road between Capitol Expressway and White Road. This construction is a result of the development of Lake Cunningham Park and a large housing development.

APPROVED: DIRECTOR *LM*
COUNTY EXECUTIVE _____

LM
JUN 09 1980

DATE: May 13, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 9, 1980

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE INTERSECTION IMPROVEMENTS AT CAPITOL EXPRESSWAY AND TULLY ROAD

Consequences of Negative Action:

The improvements will have to be constructed as part of two or three separate projects at a substantially higher cost to both City and County. Also there would be a longer construction period together with greater inconvenience to the general public.

Steps following Approval

Please return two fully executed copies to Werner Schroeder of Transportation Development Division of the Transportation Agency who will forward them to the City of San Jose for further approval. One fully executed copy will be returned for the Board's file.

LM:WS:vlt

attachments

memorandum



TO Transportation Development
Attn: Lou Montini

FROM Hilda M. Rendon, Deputy Clerk
Board of Supervisors, Clerk

SUBJECT

Cost Sharing Agreement with
City of San Jose

DATE

June 17, 1980

Item 4, 6/9/80 Agenda

At the meeting of 6/9/80, the Board of Supervisors authorized the Chairperson to execute Cost Sharing Agreement with the City of San Jose relating to intersection improvements at Capitol Expressway and Tully Road. Attached please find two fully executed Agreements, please forward to this office after the City Clerk's Signature. Also, please find conformed copy for your information and files.