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PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of February 1989, by and between the SANTA CLARA COUNTY TRAFFIC AUTHORITY (herein referred to as "TRAFFIC AUTHORITY"), and the CITY OF SARATOGA (herein referred to as "CITY"), supersedes in it's entirety, a Performance Agreement dated April 4, 1988, between CITY and TRAFFIC AUTHORITY.

WITNESSETH:

WHEREAS, in 1984 the voters of Santa Clara County passed Measure A on the ballot, authorizing a one-half of one percent sales tax in the County for a period of ten years, to fund major highway improvements on State Routes 85, 101, and 237; and

WHEREAS, the TRAFFIC AUTHORITY was created to administer the program and see that specific identified improvements were implemented; and

WHEREAS, through the development of Freeway Agreements, it became evident that a separate Agreement was appropriate between the CITY and the TRAFFIC AUTHORITY which would outline mitigation standards, establish specific design guidelines, and specify CITY participation in the design process; and

WHEREAS, the TRAFFIC AUTHORITY intends to provide equitable application of policies and measures for all Corridor cities, in the implementation of the Route 85 freeway project; and

WHEREAS, subsequent to the execution of a Performance Agreement on April 4, 1988, CITY conducted an election, the results of which advised the CITY to amend existing Freeway and Performance Agreements to provide for an interchange within the CITY's jurisdiction; and

WHEREAS, it is the mutual desire of the parties hereto, to enter into this amended Performance Agreement in accordance with the attached information;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement is executed in conjunction with the separate Freeway Agreement between the CITY and the CALIFORNIA DEPARTMENT OF TRANSPORTATION (herein referred to as "CALTRANS").

2. This Agreement, by reference, incorporates the following documentation: the TRAFFIC AUTHORITY'S Strategic Plan, August 1988; the Route 85 Environmental Impact Statement, July 1987; the Mitigation Plan, December 1987; and the Route 85 Bicycle Corridor Plan, November 1988. Commitments made by this Agreement shall be an extension of these documents.

3. The general alignment of Route 85, along with street closures and interchange locations will be addressed in the Freeway Agreement between the CITY and CALTRANS.

4. Route 85 through the CITY will be a 6-lane facility with a median width of 46' reserved for mass transportation, and a vertical profile as shown in Attachment "A".

An interchange will be located at Saratoga Avenue only, in accordance with Attachment "E", and no access to Route 85 will be provided at Quito Road and at Prospect Road.

5. The CITY has participated in the development of corridor visual design guidelines, through a committee composed of representatives from Route 85 communities. From this effort, a general design theme will be specified and design guidelines prepared. These guidelines address prospective visual aesthetics of design features such as retaining walls, sound walls, bridges, pump stations, community walls, landscaping and related amenities. The guidelines will be followed in the final design of freeway facilities. Attachment "B" represents alternative surface treatments to be selected by the CITY for use in final design of the features listed herein.

6. Attachment "C" defines tentative locations and heights for sound attenuation along the Route 85 corridor, as shown in the Mitigation Plan. Sound walls will generally be designed and constructed in accordance with Federal and State guidelines. The CITY will have the opportunity to provide input during the design process through community meetings and review of design documents.

7. The TRAFFIC AUTHORITY will provide levels of landscaping over and above those required by Federal and State standards. Specific types and locations will be determined in the design process, with input from the Aesthetics Review Committee and approval by the CITY. Landscaping design will seek to maximize local aesthetics, and minimize long-term maintenance costs, within the available budget.

The TRAFFIC AUTHORITY'S allowance for landscaping is $25,000 per landscaped acre, and community input will determine the design emphasis. Attachment "D" provides graphic representation of 3 major areas of typical freeway landscaping: 1. Depressed profile 2. Local street crossing 3. Local street interchange. These displays demonstrate typical densities and general layouts of ground cover. The CITY will direct the allocation of the landscaping allowance within their boundaries, consistent with the Visual Design Guidelines.

8. CALTRANS has developed a visual theme for the Route 85 bridges, which utilizes a tapered, rounded box structure and piers. The CITY may include aesthetic, non-structural changes which may enhance a preferred local theme. Bridges will be designed and constructed in a manner not to preclude future light rail development in the freeway median.

9. Local historic, archaeological and cultural resources impacted by the freeway project will be assessed and dealt with in accordance with the Environmental Impact Statement and the Mitigation Plan. A separate Bicycle Plan has been developed in cooperation with CALTRANS and the CITY. Attachment "C" defines potential pedestrian and bicycle facilities and impacted historic sites in the Route 85 corridor through the CITY.

The TRAFFIC AUTHORITY agrees to provide access at the Route 85 crossing of Saratoga Creek for future CITY construction of a park trail through this area.

10. The TRAFFIC AUTHORITY is committed to promoting the preservation of existing housing within the CITY. Should surplus housing become available, the buildings will be offered to the CITY for disposal, at its expense.

11. The CITY will participate in the final design process through attendance at regularly scheduled meetings. These meetings are held to coordinate the efforts of the design team; to allow affected agencies to express their interests and concerns; and to ensure consistency with current standards and the Visual Design Guidelines.

12. The TRAFFIC AUTHORITY agrees to phase construction of the freeway in such a manner that minimum segments to be opened to traffic are as follows:

- o Route 280 to Route 17
- o Route 17 to Route 87
- o Route 87 to Monterey Highway
- o Monterey Highway to Route 101

13. Wherever feasible, soundwalls will be designated as early construction.

Soundwalls in the vicinity of Saratoga Avenue will be located adjacent to freeway right-of-way, where environmental requirements can be met, and will be constructed prior to the Route 85 bridge construction over Saratoga Avenue. Soundwalls in all other locations will be installed when the roadbed subgrade is prepared. Any deviation will be subject to CITY approval.

In the event the developer of the Paul Masson site has not constructed a soundwall along the freeway right-of-way adjacent to the site as of the time other soundwalls are being constructed in the vicinity of Saratoga Avenue, or has not installed traffic signals at the location shown on the development plan for the Paul Masson site as of the time traffic signals are being installed for the interchange at Saratoga Avenue, the TRAFFIC AUTHORITY will construct such soundwall and install such traffic signals at no cost to CITY. CITY agrees to collect the cost of such soundwall and traffic signals from the developer of the Paul Masson site prior to granting final development plan approval, and upon receipt of payment, CITY will transmit the same to TRAFFIC AUTHORITY.

TRAFFIC AUTHORITY will consider additional mitigation measures if traffic studies or environmental assessments indicate that such additional mitigation measures are necessary.

TRAFFIC AUTHORITY agrees to perform post construction sound level pressure studies to establish base line noise readings for future monitoring purposes.

14. All of the following work will be performed by TRAFFIC AUTHORITY at no cost to CITY: Traffic signals at Saratoga Avenue/Cox Avenue, Saratoga Avenue/Route 85, and Saratoga Avenue/Fruitvale Avenue intersections will be interconnected to provide a controlled traffic flow through the interchange. Sidewalks will be constructed on both sides of Saratoga Avenue where not currently provided, from Cox Avenue to Fruitvale Avenue.

15. Construction noise control and working hours will be consistent with or exceed the requirements of local regulations and ordinances, and subject to CITY approval.

16. The TRAFFIC AUTHORITY agrees to only provide funding for the design and construction of Route 85 in accordance with this Agreement. The TRAFFIC AUTHORITY will provide final plans and specifications to the CITY for review. On the CITY's acceptance of the documents, the project will be advertised for construction. If any concerns are raised during this review, the TRAFFIC AUTHORITY agrees to withhold funding of the project until these issues can be resolved.

17. The CITY will have the opportunity to enter into a separate Cooperative Agreement, committing local funds to enhance the design commitments made in this Agreement.

18. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through TRAFFIC AUTHORITY and CITY cooperation, of the whole freeway project for the benefit of the people of Santa Clara County. If unforeseen cost increases, or significant environmental impacts arise beyond those anticipated by this Agreement, each party reserves the right to request an Amendment to this Agreement.

19. TRAFFIC AUTHORITY agrees to defend, indemnify, and hold CITY harmless against any and all claims, damages, losses, demands, or causes of action arising out of any negligence or intentional misconduct on the part of the TRAFFIC AUTHORITY, its agents, employees, attorneys, assignees, or contractors in the course of performing this Agreement. The indemnity provided by this paragraph shall include reimbursement of all reasonably incurred costs and attorney's fees.

20. CITY agrees to defend, indemnify, and hold the TRAFFIC AUTHORITY harmless against any and all claims, damages, losses, demands, or causes of action arising out of any negligence or intentional misconduct on the part of CITY, its agents, employees, attorneys, assignees, or contractors in the course of performing this Agreement. The indemnity provided by this paragraph shall include reimbursement of all reasonably incurred costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

SANTA CLARA COUNTY
TRAFFIC AUTHORITY
By

APPROVED AS TO
FORM AND LEGALITY:

Attorney (AUTHORITY)

CITY OF SARATOGA
By

APPROVED AS TO FORM:
FORM AND LEGALITY:

Attorney (CITY)

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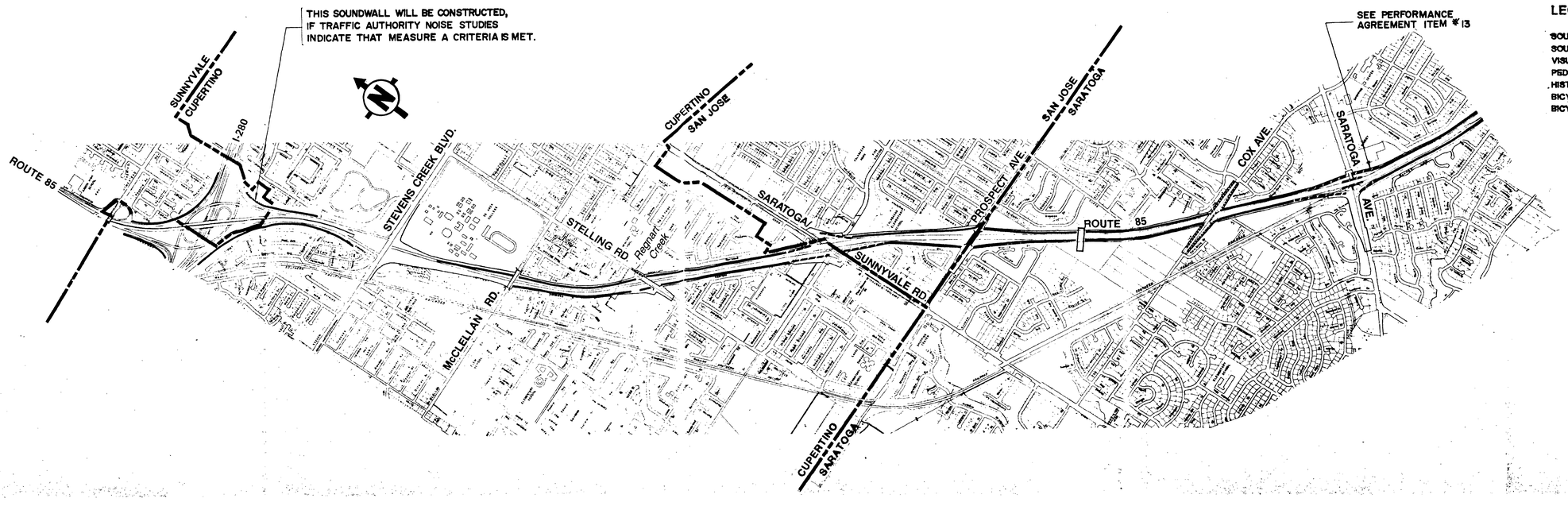
SANTA CLARA COUNTY TRAFFIC AUTHORITY	CITY OF SARATOGA
By	By
APPROVED AS TO FORM AND LEGALITY:	APPROVED AS TO FORM: FORM AND LEGALITY:
Attorney (AUTHORITY)	Attorney (CITY)



LEGEND

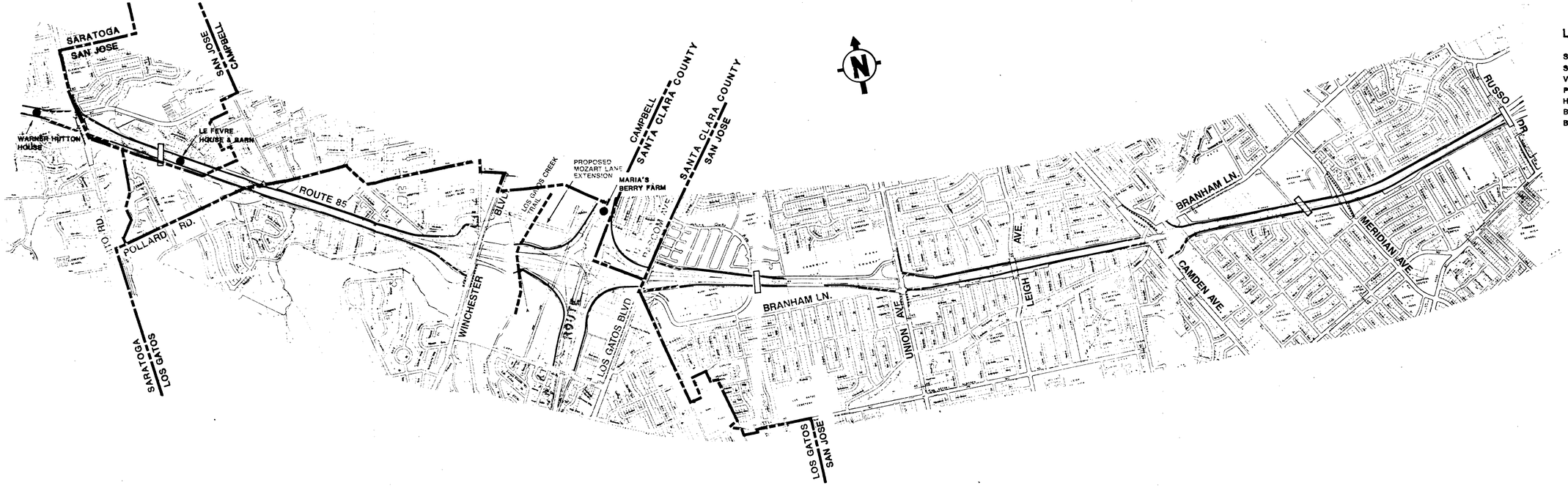
- SOUNDWALL - FEDERAL / STATE POLICY
- SOUNDWALL - TRAFFIC AUTHORITY POLICY
- VISUAL BARRIERS - TRAFFIC AUTHORITY POLICY
- PEDESTRIAN OVERCROSSING
- HISTORIC PROPERTY
- BICYCLE PATH
- BICYCLE BRIDGE

Attachment "C"

ROUTE 85 PERFORMANCE AGREEMENT

Sheet 1 of 3 : I-280 to Saratoga Avenue

JANUARY 1989



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Attachment "C"

ROUTE 85 PERFORMANCE AGREEMENT

Sheet 2 of 3 : Quito Road to Russo Drive

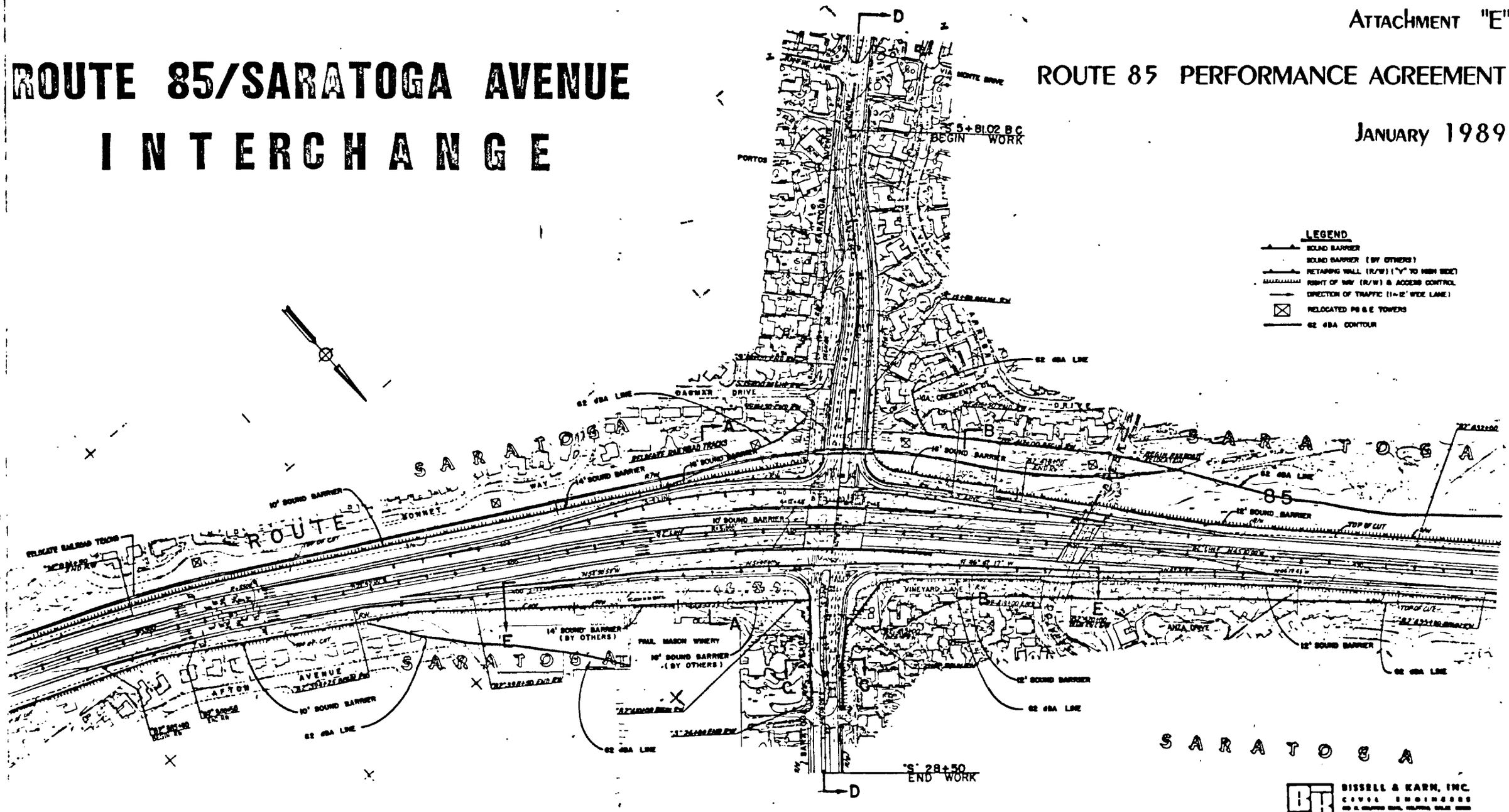
JANUARY 1989

ROUTE 85/SARATOGA AVENUE INTERCHANGE

ATTACHMENT "E"

ROUTE 85 PERFORMANCE AGREEMENT

JANUARY 1989



BISSELL & KARN, INC.
CIVIL ENGINEERS