

CITY OF CUPERTINO

10300 TORRE AVENUE • CUPERTINO, CALIFORNIA 95014



file

OFFICE OF THE DIRECTOR OF PUBLIC WORKS

TELEPHONE 252-4505

August 22, 1972
Our File: 98,493

Board of Supervisors
Santa Clara County
Rm. 524, 70 West Hedding St.
San Jose, California 95110

Attention: Clerk, Board of Supervisors

Gentlemen:

Re: Cooperative Agreement - County of Santa Clara and City of Cupertino
Resurfacing of Several Streets.

Transmitted herewith for your records are two fully executed copies
of the referenced agreement.

Very truly yours,

CITY OF CUPERTINO

Lee Yarborough
Director of Public Works

Bert J. Viskovich, Assistant
Director of Public Works

sm
encl.
cc: City Clerk

*Copies to: Finance
Co. Council
2 - P. Works*

RECEIVED
BOARD OF SUPERVISORS
AUG 23 11 08 AM '72
COUNTY OF
SANTA CLARA

BOARD OF SUPERVISORS

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF CUPERTINO RELATING TO RESUR- FACING OF SEVERAL STREETS

This is an agreement between the County of Santa Clara, State of California, (County), and the City of Cupertino (City), to resurface Voss Avenue between Lockwood Drive and Foothill Boulevard, Stevens Canyon Road between the southerly city limits and 200' + southerly of Ricardo Road, east half of Wolfe Road from Route 280 to Homestead Road, and Blaney Avenue from 50' northerly of Pacifica Drive to Calabazas Creek.

It is agreed between the parties as follows:

1. Preparation of Plans and Specifications

County shall prepare and submit to City for approval the contract documents for the resurfacing of the above-mentioned streets. Upon approval by City, County shall advertise the project for bid and shall award a contract to be supervised to completion by County.

2. City's Share of Cost

Within thirty (30) days after approval by City of the contract documents, City shall pay to County the sum of TWENTY THREE THOUSAND DOLLARS (\$23,000.00), which is the amount presently estimated by County to be the construction cost of the project as located within the incorporated area of City. As used in this agreement, the term "construction cost" shall mean the total of all costs incurred and expenditures made by County in connection with constructing the above-mentioned project, including but not limited to engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract, and cost of all materials not included in the contract price.

AUG 1 1972

3. Insurance

County 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 the construction of the project and until the project is accepted by County, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both City and County, insuring the City and County and their respective officers and employees from and against any claim, loss, liability, cost or expense arising out of or in any way connected with the construction of the 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 the City or County or their respective officers and employees have other insurance against a loss covered by such policy that other insurance shall be excess insurance only.

4. Final Accounting

Upon completion of the project, County shall submit to City a final accounting of the total construction cost. In the event this final accounting shows that the sum advanced to County by City as required in paragraph 2 of this agreement is less than the total construction cost for improving the above-mentioned streets, City shall pay County the difference within sixty (60) days from receipt of the final accounting. However, in the event this final accounting shows that the sum advanced^d to County is more than the total construction cost, County shall return the difference to City within sixty (60) days.

5. Records and Accounts

County shall keep, maintain and render available for inspection by City or its authorized representatives records and books which will provide a complete and accurate account of all costs, fees, and expenditures made by County on construction costs of the project.

6. Termination

This agreement shall terminate on December 1, 1972, if County has not awarded a contract for construction of the above-mentioned project prior to that date. In the event of such a termination, County shall refund to City all sums advanced under paragraph 2 of this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON

_____ by City

AUG 1 1972

_____ by County

ATTEST:

COUNTY OF SANTA CLARA

Shirley M. Rain

Clerk, Board of Supervisors

Charles A. Quinn

Chairman, Board of Supervisors
County of Santa Clara, State of
California

APPROVED AS TO FORM:

CITY OF CUPERTINO

Gerald Thompson

County Counsel

By: Keith E. Quinn

Mayor (pro Tempore)

APPROVED AS TO FORM:

Donald Adams

City Attorney

THIS IS TO CERTIFY THAT THE WITHIN
INSTRUMENT IS A TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST August 17, 1972
CITY CLERK OF THE CITY OF CUPERTINO

BY Glady M. Huff
Deputy CITY CLERK

RESOLUTION NO. 3316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF CUPERTINO RELATIVE TO RESURFACING OF CERTAIN STREETS

WHEREAS, on March 20, 1972, the City Council, by Resolution No. 3234, approved an agreement between the County of Santa Clara and the City of Cupertino relative to resurfacing of Voss Avenue between Lockwood Drive and Foothill Boulevard, Stevens Canyon Road between the southerly City limits and 200 feet [±] southerly of Ricardo Road, east half of Wolfe Road from Route 280 to Homestead Road, and Blaney Avenue from 50 feet northerly of Pacifica Drive to Calabazas Creek; and

WHEREAS, Item No. 6 of said agreement specifies that the agreement shall terminate on July 1, 1972, if County has not awarded a contract for the resurfacing project; and

WHEREAS, the County, as of July 1, 1972, had not awarded a contract for said project but is now scheduled to open bids on August 31, 1972; and

WHEREAS, a new agreement has been prepared revising the termination date to December 1, 1972, with all other provisions being the same;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the City Clerk are hereby authorized to execute the new agreement herein referred to in behalf of the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 7th day of August, 1972, by the following vote:

AYES: Councilmen - Jackson, Meyers, Sparks, Irwin

NOES: Councilmen - None

ABSENT: Councilmen - Frolich

ATTEST:

APPROVED:

/s/ Gladys McHugh

Deputy City Clerk

/s/ Keith E. Irwin

Mayor, City of Cupertino
(pro Tempore)

*Send Sign Order
Various cities*

No.

JOB No.

Change Order No.

5. **BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE August 1, 1972

Cost Sharing Agreement

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

August 1, 1972

Project to be charged Agreement with City of Cupertino relating to resurfacing of portions of Voss Avenue, Stevens Canyon Rd., Wolfe Road and Blaney Avenue

For the amount of \$ See Agreement

Contractor City of Cupertino, City Clerk, 10300 Torre Avenue, Cupertino, Ca 95014

Completion Date See Agreement

Budget Item (for Controller's use)

DONALD M. RAINE
Clerk of the Board

DMB:dc

WHITE --- CONTROLLER
CANARY --- FILE
PINK --- PUBLIC WORKS
GOLD ROD --- PUBLIC WORKS

3128

County of Santa Clara

California

Office of the Board of Supervisors
524 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2323 Area Code 408

Sig Sanchez, District 1
Dominic L. Cortese, District 2
Charles A. Quinn, District 3
Ralph H. Mehrkens, District 4
Victor Calvo, District 5

August 2, 1972

City Clerk
City of Cupertino
10300 Torre Avenue
Cupertino, Ca. 95014

Subject: Agreement with City of Cupertino
for Resurfacing of portions of
Voss Avenue, Stevens Canyon Rd.,
Wolfe Road and Blaney Avenue

Dear Sir:

Enclosed you will find an original and three copies of an agreement between the County of Santa Clara and the parties named above. The Board of Supervisors at its regularly scheduled meeting on August 1, 1972 authorized its Chairman to execute this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning the original and one to this office.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: _____
Deputy Clerk

DMR: dc
Encls.

cc: Public Works, Engineering

*Hand carried by
Warren Mulf, Public Works, Eng.*

California

TRANSMITTAL MEMORANDUM

S.D. 5

Page 5 of 5

DATE: July 19, 1972

FOR: BOARD OF SUPERVISORS AGENDA OF August 1, 19 72

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: COST SHARING AGREEMENT BETWEEN COUNTY AND CITY OF CUPERTINO
REGARDING RESURFACING OF PORTIONS OF VOSS AVE., STEVENS
CANYON RD., WOLFE RD. AND BLANEY AVE.

DESCRIPTION:

The attached agreement provides for full payment by the City of Cupertino for the resurfacing of:

Voss Ave. - between Lockwood Dr. and Foothill Blvd.

Stevens Canyon Rd. - between 200 feet southerly from Ricardo Rd. to the southerly city limits of Cupertino.

Wolfe Rd. (east side) - between State Highway 280 and Homestead Rd.

Blaney Ave. - between 50 feet northerly from Pacifica Dr. and Calabazas Creek.

This area is entirely within the city limits of Cupertino. It is proposed that this work be included in a larger resurfacing contract which the County will advertise and award. The larger contract will cover resurfacing projects at a number of various locations in the County. There will be no additional cost to the County to include the above listed work in our contract.

Approval is recommended.

Upon execution by the Board of Supervisors please return the original and three (3) certified copies to this office (attention: Warren Wulf) for hand delivery to the City of Cupertino for execution.

LM:WWV:vlh

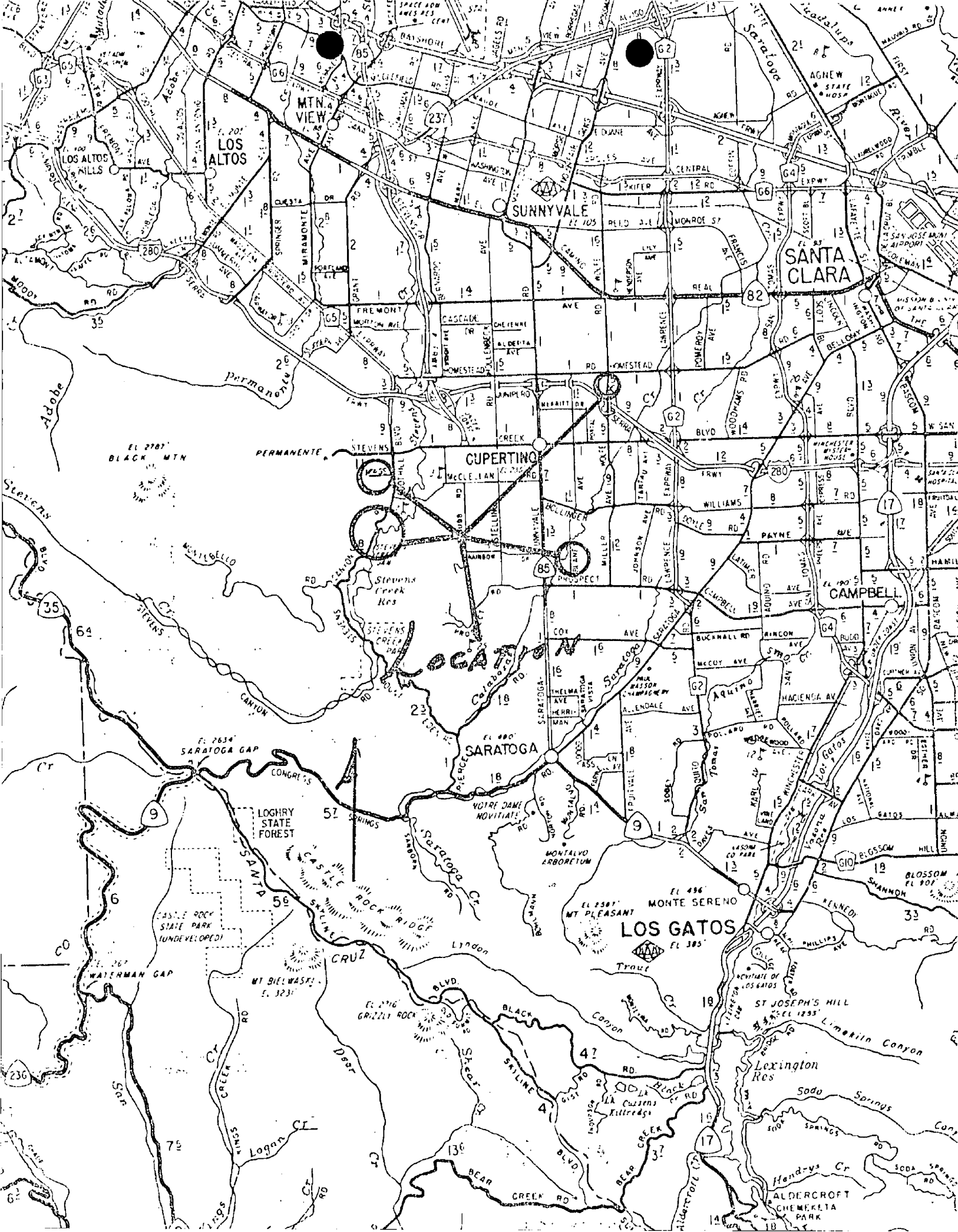
attachments

LM APPROVED: JAMES POTT 

HOWARD CAMPEN

AGENDA DATA: DATE:
ITEM NO:

BOARD ACTION: AUG 1 1972 *B*



LOS ALTOS

SUNNYVALE

SANTA CLARA

CUPERTINO

CAMPBELL

LOCATION

SARATOGA

LOS GATOS

EL 2707
BLACK MTN

PERMANENTE

EL 480

EL 496
MONTE SERENO

LOGHRY STATE FOREST

MT BIELWASKI
EL 3231

EL 385

CASTLE ROCK STATE PARK
(UNDEVELOPED)

EL 2716
GRIZZLY ROCK

ST JOSEPH'S HILL
EL 1235

WATERMAN GAP

BLVD

TRAIL

Logan Ct

BLVD

BLVD

Logan Ct

BLVD

BLVD