

1/28/75
Goods CVA
Cost Share -
Winchester
Filed

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
SANTA CLARA AND THE COUNTY OF SANTA CLARA
FOR THE IMPROVEMENTS ON WINCHESTER BOULEVARD
BETWEEN STEVENS CREEK BOULEVARD AND BELLOMY
STREET

WHEREAS, on August 7, 1973, the CITY OF SANTA CLARA, 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," entered into an agreement for the improvements on Winchester Boulevard between Stevens Creek Boulevard and Bellomy Street; and

WHEREAS, City and County desire to amend Paragraph 7 to show a termination date of December 31, 1975 instead of December 31, 1974;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants and agreements the parties hereby agree that Paragraph 7 of the agreement of August 7, 1973 is hereby amended to read as follows and that all other terms and conditions of said agreement shall remain the same.

7. Termination. If City has not awarded a contract for construction of said project prior to December 31, 1975, City shall refund to County all sums

JAN 14 1975

advanced under Paragraph 3 of this agreement.

IN WITNESS WHEREOF, City and County have executed this amendment to the agreement on the dates hereinafter indicated.

By the City on January 28, 1975

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY OF SANTA CLARA
By [Signature] Mayor

By [Signature] City Manager

ATTEST: [Signature]
City Clerk

By the County on JAN 14 1975

COUNTY OF SANTA CLARA
By [Signature]
Chairman, Board of Supervisors

ATTEST: DONALD M. RAINS, Clerk
Board of Supervisors
[Signature]

APPROVED AS TO FORM:

[Signature]
Assistant County Counsel

GJT:bc
12-27-74

THE CITY OF SANTA CLARA CALIFORNIA

CITY HALL
1500 WARBURTON AVE.
984-3045

February 5, 1975

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

Attention: Mr. Doug Horn

Re: Amendment to Agreement between the City of Santa Clara and the County of Santa Clara for the Improvements on Winchester Boulevard between Stevens Creek Boulevard and Bellomy Street

Gentlemen:

Subject agreement was approved by the Santa Clara City Council at its meeting of January 28, 1974. A fully executed copy is returned herewith for your files.

Your cooperation in this matter is sincerely appreciated.

Very truly yours,

S. M. Cristofano
Director of Public Works/City Engineer


James T. Gleeson
Assistant Director of Public Works

JTG:lb
Enclosure

cc: City Clerk

*Conformed Copies
to Council
Finance
Transp. agency*

AND RECEIVED
SUBMIT NUMBERS
JUN 18 8 29 AM '73
COUNTY OF
SANTA CLARA

*Read Segor memo
out*

January 20, 1975

Mr. A. S. Belick
City Clerk, City Hall
City of Santa Clara
Santa Clara, California 95050

Subject: Amendment to Agreement for the Improvement
of Winchester Boulevard between Stevens
Creek Boulevard & Bellomy Street

Dear Mr. Belick:

Enclosed are three counterparts of the subject Agreement
as approved by the Board of Supervisors at its regularly
scheduled meeting of January 14, 1975.

After execution of all copies, we would appreciate your
returning the copy so marked to this office.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: Deputy Clerk

DMR/dgh
Enclosure

cc: Transportation Development
- Montini

No.

Job No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE January 20, 1975

Amendment to Agreement

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

..... January 14, 1975

Project to be charged Winchester Blvd between Stevens Creek
Blvd & Bellomy St. (Improvement)

For the amount of \$ See Agreement
City of Santa Clara, 1500 Warburton Avenue
Contractor Santa Clara 95050

Completion Date Changed to December 31, 1975

Budget Item *(for Controller's use)*

Donald M. Rains
DONALD M. RAINS
Clerk of the Board

dgh

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

County of Santa Clara
California

TRANSMITTAL MEMORANDUM

S.D. 4

Page 1 of 1

DATE: December 30, 1974

FOR: BOARD OF SUPERVISORS AGENDA OF January 14, 1975
FROM: MDNTINI, TRANSPORTATION DEVELOPMENT
TITLE: AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WINCHESTER BOULEVARD BETWEEN STEVENS CREEK BOULEVARD AND BELLOMY STREET

DESCRIPTION:

The County of Santa Clara and the City of Santa Clara entered into a cooperative agreement to improve Winchester Boulevard between the limits as mentioned above with the City of Santa Clara being the administering agency. The existing agreement provides for a termination date of December 31, 1974 if the City of Santa Clara has not awarded the project by that time. The City of Santa Clara has requested an extension of this time limit to December 31, 1975 due to unanticipated delays. (See attached letter of request from the City of Santa Clara.)

The attached amendment to the agreement provides for the extension of the termination date to December 31, 1975 as requested by the City of Santa Clara.

Approval is recommended.

Three (3) executed copies should be sent to:

Mr. A. S. Belick
City Clerk, City Hall
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

LM:AKC:vlt
attachments

APPROVED: JAMES POTT  HOWARD CAMPEN _____

AGENDA DATA: DATE: _____ BOARD ACTION: JAN 14 1975
ITEM NO: _____

THE CITY OF SANTA CLARA CALIFORNIA

CITY HALL
1500 WARBURTON AVE.
984-3200

November 27, 1974

Mr. James T. Pott
Director of Public Works
County of Santa Clara
1555 Berger
San Jose, California

Re: June 26, 1973 Agreement
Winchester Boulevard Improvements

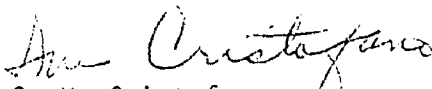
Dear Jim:

On June 26, 1973 the City of Santa Clara entered into an agreement with the County relative to the improvement of Winchester Boulevard between Stevens Creek Boulevard and Bellomy Street. This agreement provides for a termination date of December 31, 1974 and a refund to the County of any funds advanced if a contract for construction is not awarded prior thereto.

The City of Santa Clara has contracted with MacKay & Soms, Civil Engineers, to perform the necessary engineering design and assessment engineering for this project. Their anticipated time schedule, barring any unforeseen delays, calls for a late Spring 1975 construction start and a completion prior to Winter rains. The City of Santa Clara is also in the process of negotiations with the City of San Jose for their share of the improvements.

It is, therefore, respectfully requested that a one year extension of this agreement be authorized.

Very truly yours,



S. M. Cristofano
Director of Public Works/City Engineer

SMC/sh

AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENTS ON WINCHESTER BOULEVARD BETWEEN STEVENS CREEK BOULEVARD & BELLOMY STREET

AUG 7 1973

THIS AGREEMENT, made and entered into this 26th day of June, 1973, by and between the CITY OF SANTA CLARA, 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, the public interest requires that improvements on Winchester Boulevard be constructed in order to provide an adequate roadway section between Stevens Creek Boulevard and Bellomy Street, all of which said improvements shall be hereinafter referred to as "project"; and

WHEREAS, approximately five (5%) percent of the project lies within the unincorporated area of the County, and the remaining ninety-five (95%) percent of the project lies within the City; and

WHEREAS, it is in the best interest of orderly and economic construction practices to complete the project through joint action of City and County and under a single construction contract, awarded and administered by City;

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

1. Preparation of Plans and Specifications. City shall prepare and submit to County for approval plans and specifications for the construction of the project. Upon approval by County, City shall advertise the project for bid and may award a contract to be supervised to completion by City.

2. Acquisition of Real Property. City shall secure all the real property, and the necessary temporary easements required for constructing said project, which lie within the unincorporated area of County and within the territorial limits of City. City hereto shall be responsible for and shall pay for all land acquisition costs, including costs of eminent domain or inverse condemnation, relocation assistance as necessary for the commencement and completion of construction of said project.

cc: 1 Signed, 1 Cert - City of Santa Clara, Pub Works - Eng, Finance

AUG 7 1973

3. County's Share of Cost. The portion of the project lying within the unincorporated area of the County is that certain 447 linear feet, plus or minus, in the west half of Winchester Boulevard fronting Assessor's Parcel Number 303-17-21 (1972-73).

The "total construction cost" is estimated to be the sum of Eight Hundred Fifty Thousand (\$850,000) Dollars. The "total construction cost" of the portion of the project lying within the unincorporated area of the County is set to be the sum of Fifteen Thousand (\$15,000) Dollars. In no event shall County's portion of the "total construction cost" exceed the sum of Fifteen Thousand (\$15,000) Dollars.

County agrees to pay to City the sum of Fifteen Thousand (\$15,000) Dollars upon demand of City, which said demand shall be made by City no earlier than the date of approval of the plans by County. No portion of said sum shall be returned to County by City.

As used in this agreement, the term "total construction cost" shall mean the total of all costs incurred and expenditures made by City in connection with constructing said project, including engineering costs and expenses, right of way cost, costs and expenses of preparing plans and specifications, legal cost, publication, advertising and printing, cost of the construction contract, the costs and expenses for construction inspection, and cost of extra work and materials in connection with such work authorized by City.

Upon completion of said project, City shall submit to County a final accounting of the "total construction cost".

4. Insurance. 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 satisfactory and acceptable to both City and County, insuring City and County, and their respective officers and employees, 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 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.

5. 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 costs of said project.

6. Annexation. In the event any portion of the area within the limits of said project is annexed to City before the date of approval of said plans and specifications by County, County's share of the "total construction cost" shall be reduced in proportion to the amount of territory annexed.

7. Termination. If City has not awarded a contract for construction of said project prior to December 31, 1974, City shall refund to County all sums advanced under Paragraph 3 of this agreement.

8. 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.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

APPROVED AS TO FORM:

COUNTY OF SANTA CLARA

AUG. 7 1973

By *Big Sanchez*
Chairman, pro tempore
By *Shirley H. Rice*
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

CITY OF SANTA CLARA

Michael R. Downey
Reputy City Attorney

By *Les S. Lee*
Mayor
By *A.R. McKeough*
City Manager
ATTEST: *[Signature]*
City Clerk

RESOLUTION NO. 3054

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, that the City of Santa Clara enter into, and the Mayor be and he hereby is authorized and directed on behalf of said City to execute the following described Agreement: AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENTS ON WINCHESTER BOULEVARD BETWEEN STEVENS CREEK BOULEVARD & BELLOMY STREET.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 26th day of June, 19 73, by the following vote:

AYES: COUNCILMEN: Barcells, Gissler, Simmoms, Texera, Viso and Mayor Gillmor
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: Hansen

ATTEST: A. S. BELICK
City Clerk

I, A. S. Belick, City Clerk of the City of Santa Clara, do hereby certify that the within Ordinance or Resolution is a correct copy of the original, and that same has been published as required by law.

A. S. Belick
City Clerk

August 8, 1973

A. S. Belick
City Clerk
City of Santa Clara
P. O. Box 388
Santa Clara, California 95050

Subject: Cost Sharing Agreement between the City of
Santa Clara and the County of Santa Clara for
the Improvement of Winchester Blvd. between
Stevens Creek Blvd. and Bellomy Street

Dear Mr. Belick

We are enclosing one original signed copy and one certified
copy of subject Cost Sharing Agreement which was approved
by the Board of Supervisors at its regularly scheduled meet-
ing of August 7, 1973.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By:


Deputy Clerk

DMR/dgh
Encl.

cc: Public Works - Engineering

No.....

JOB No.....

Change Order No.....

BOARD OF SUPERVISORS
SANTA CLARA COUNTY

DATE August 8, 1973

Cost Sharing Agreement

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

August 7, 19 73

Project to be charged Improvement of Winchester Blvd Between Stevens Creek Boulevard & Bellow Street

For the amount of \$15,000.00
City of Santa Clara

Contractor 1500 Warburton Avenue, Santa Clara 95050

Completion Date See Agreement

Budget Item..... (for Controller's use)

DONALD M. RAINS
Clerk of the Board

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

California

TRANSMITTAL MEMORANDUM

S.D. 4

Page of

DATE: July 25, 1973

FOR: BOARD OF SUPERVISORS AGENDA OF August 7, 1973

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND
THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WINCHESTER
BLVD. BETWEEN STEVENS CREEK BLVD. AND BELLOMY STREET

DESCRIPTION:

This agreement states that the County will contribute an amount of \$15,000 to the City of Santa Clara to improve the unincorporated area within the project limits. The City of Santa Clara will acquire all the additional rights of way and the City will bear the cost of design, inspection and construction of the proposed project. Funds are available in the Road Budget.

Approval is recommended.

Three ~~(3)~~ ^{1 signed & 1 copy} executed copies should be sent to:

Mr. A. S. Belick
City Clerk, City Hall
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

LM:AKC:vlh

attachments

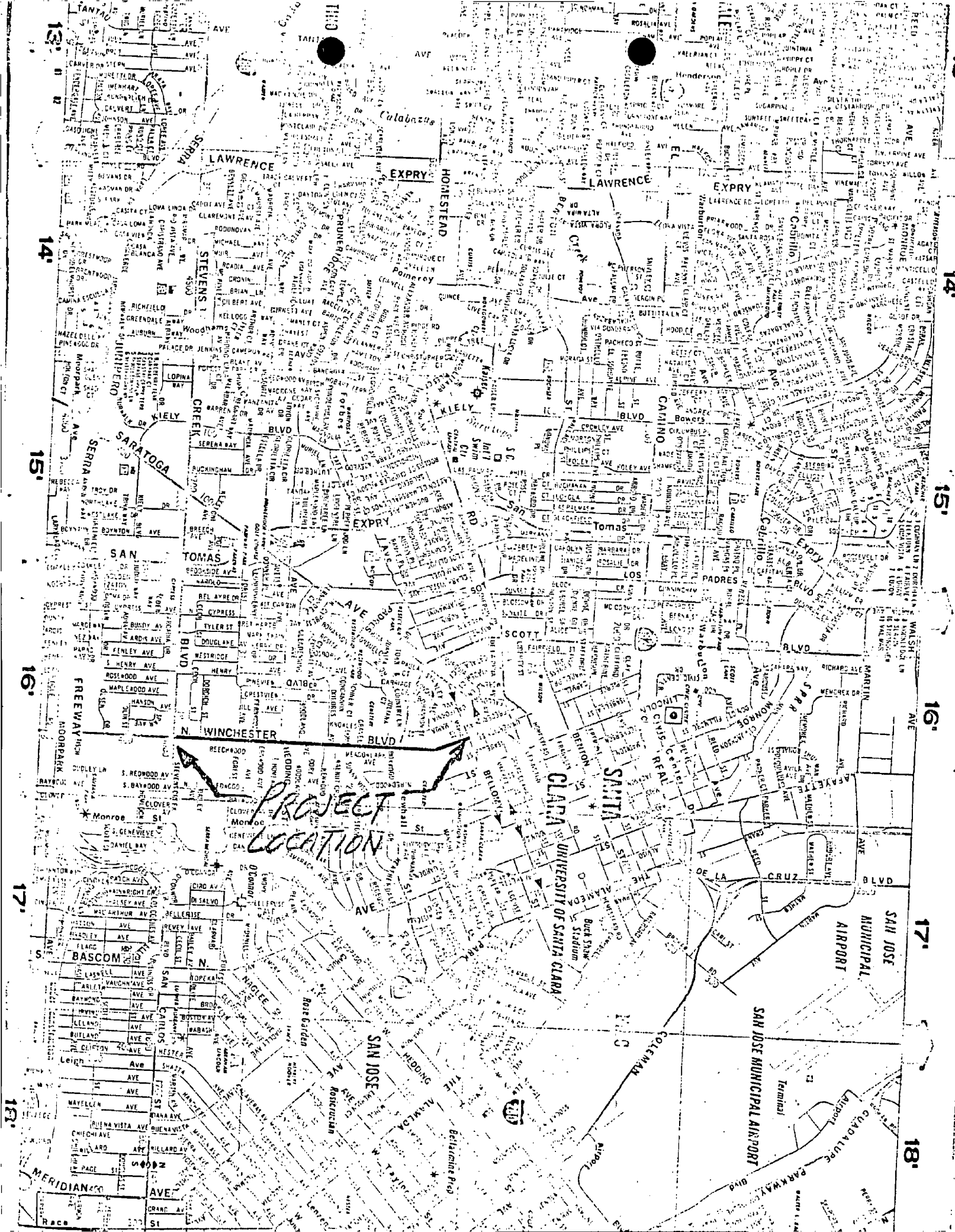
LM
APPROVED: JAMES POTTS 

HOWARD CAMPEN

AGENDA DATA: DATE: _____

BOARD ACTION: AUG 7 1973

ITEM NO: _____



PROJECT
LOCATION

CLARA
UNIVERSITY OF SANTA CLARA

SAN JOSE
MUNICIPAL
AIRPORT

SAN JOSE MUNICIPAL AIRPORT

GUADALUPE
AIRPORT

