

ROADS Contracts & Agmts
Cost sharing - Blossom Hill Rd
Los Gatos Town of

FIRST AMENDMENT

TO AGREEMENT BETWEEN THE TOWN OF LOS GATOS
AND THE COUNTY OF SANTA CLARA FOR THE
IMPROVEMENT OF BLOSSOM HILL ROAD BETWEEN
BLOSSOM HILL SCHOOL AND CAMINO DEL CERRO

THIS FIRST AMENDMENT to Agreement by and between the Town of
Los Gatos, hereinafter called "Town", and the County of Santa Clara,
hereinafter called "County", for the improvement of Blossom Hill
Road between Blossom Hill School and Camino Del Cerro, made and
entered into on December 3, 1974.

WITNESSETH

WHEREAS, on December 3, 1974, Town and County entered into an
agreement entitled "Agreement Between The Town of Los Gatos and the
County of Santa Clara For the Improvement of Blossom Hill Road
Between Blossom Hill School and Camino Del Cerro", hereinafter
referred to as "original agreement", and

WHEREAS, Town and County desire to amend said original agreement
to extend the expiration date to December 31, 1977 under paragraph 6
of the original agreement.

NOW, THEREFORE, for and in consideration of their respective
covenants, promises and agreements, the parties hereto agree to
have the original agreement remain the same except paragraph 6 which
shall read as follows:

6. Termination

This agreement shall terminate on December 31, 1977,
if Town has not completed the project. In the event of such
termination, Town shall refund to County all sums advanced
under paragraph 3 of this agreement.

signed cpy. to Town of Los Gatos; conf. cpy. to County Counsel, Finance (w/Form 3128), Transportation Agency

All other terms, conditions, covenants and promises of said original agreement shall remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF the day and year set forth.

Town of Los Gatos, a municipal corporation of the State of California.

By Albert B. Smith
Mayor "Town"

Approved as to Form:

[Signature]
Deputy Town Attorney

Attest:

[Signature]
Town Clerk

County of Santa Clara, a political subdivision of the State of California.

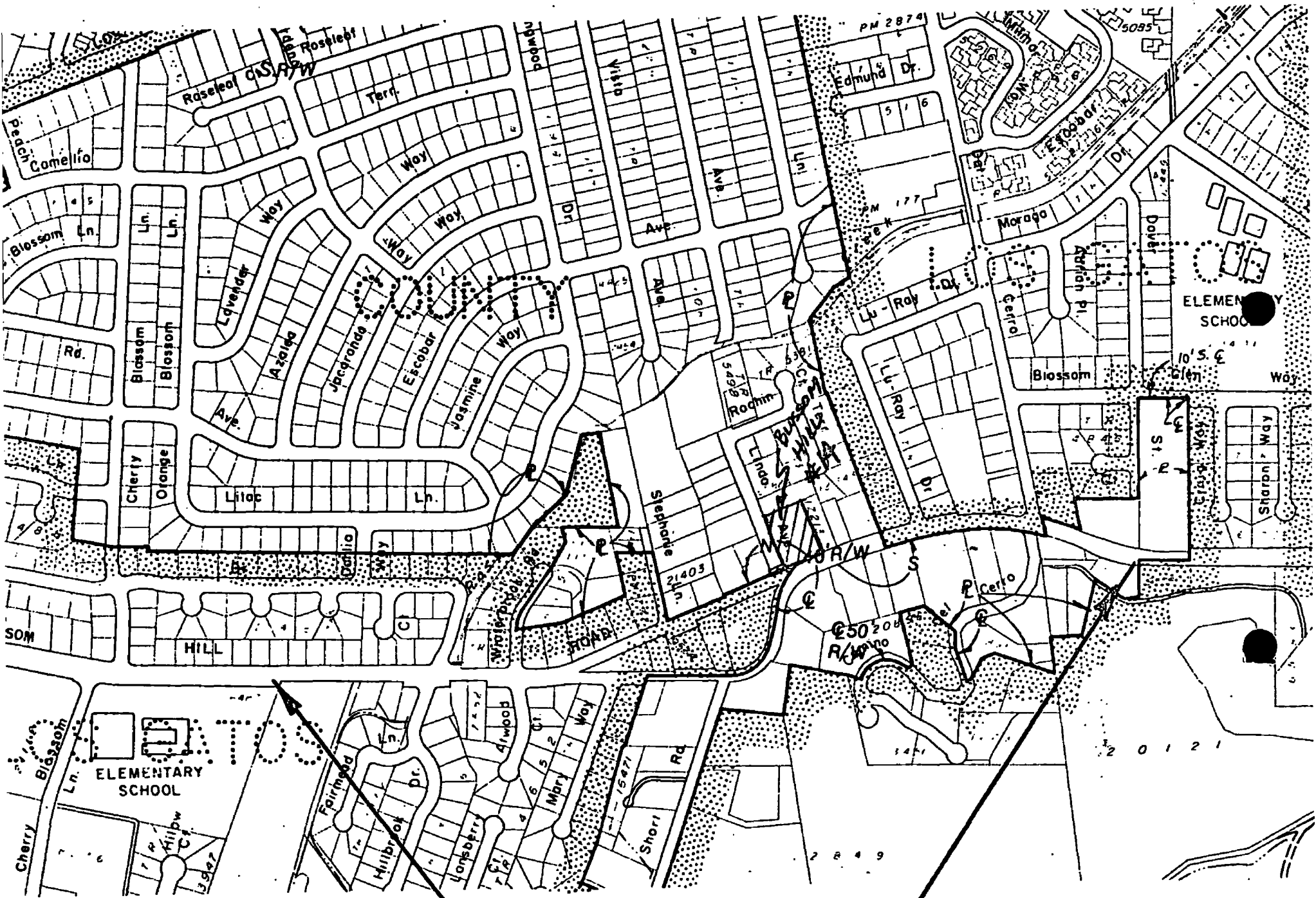
By [Signature]
Chairperson, Board of Supervisors
APR 4 1977

Approved as to Form:

[Signature]
Assistant County Counsel

Attest:

[Signature]
Clerk, Board of Supervisors



PROJECT LIMITS

4/4 14



TOWN of LOS GATOS

Department of Public Works
354-6868

April 14, 1977

Clerk
Board of Supervisors
70 W. Hedding Street
San Jose, California 95110

RE: FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN
OF LOS GATOS AND THE COUNTY OF SANTA CLARA FOR
THE IMPROVEMENT OF BLOSSOM HILL ROAD BETWEEN
BLOSSOM HILL SCHOOL AND CAMINO DEL CERRO

Dear Sir:

Attached is the subject Amendment which has been fully executed
by the Town of Los Gatos.

Very truly yours,

R. L. WARNICK
Director of Public Works

RLW:mc
Enclosure

COPIES
APR 15 10 17 AM '77
COPIES
SANTA CLARA

**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*
Dan Mc Corquodale, *District 3*
Rodney J. Diridon, *District 4*
Geraldine F. Steinberg, *District 5*

April 4, 1977

R. L. Warnick, Director of Public Works
Town of Los Gatos
P. O. Box 949
Los Gatos, California 95030

First Amendment to
**Subject: Agreement with Town of Los Gatos
for Improvement of Blossom Hill Road between Blossom
Hill School and Camino Del Cerro**

Dear Mr. Warnick:

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 April 4, 1977 authorized execution of this agreement on behalf of the County.

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

Very truly yours,

**BOARD OF SUPERVISORS
Donald M. Rains, Clerk**

Deputy Clerk

DMR:vas
Encls.

CC: Transportation Agency

No. _____

Job No. _____

Change Order No. _____

M-14.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE April 4, 1977

First Amendment to Agreement

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

April 4, 1977

~~Project to be charged~~ First Amendment to Agreement with Town of Los Gatos for improvement of Blossom Hill Road between Blossom Hill School and Camino Del Cerro

For the amount of \$ per copy of Amendment attached

Town of Los Gatos
Contractor P. O. Box 949, Los Gatos 95030

Completion Date December 31, 1977

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

Donald M. Raine
DONALD M. RAINE
Clerk of the Board

vas

WHITE ---- CONTROLLER
CANARY -- FILE
PINK
GOLD-RED



M-14

TRANSMITTAL MEMORANDUM

S.D. 1

Page 1 of 3

DATE: March 8, 1977

FOR: BOARD OF SUPERVISORS AGENDA OF March 28, 1977

FROM: MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF BLOSSOM HILL ROAD BETWEEN BLOSSOM HILL SCHOOL AND CAMINO DEL CERRO

DESCRIPTION:

Recommended Action

It is recommended that the First Amendment to the Agreement between the Town of Los Gatos and the County for the improvement of Blossom Hill Road be executed.

The original Agreement, executed on December 3, 1974, provides for the sharing of preliminary engineering and environmental assessment costs for the proposed safety improvement of this stretch of Blossom Hill Road (copy attached). This First Amendment extends the termination period to December 31, 1977.

There are no additional fiscal implications associated with this Amendment. If a subsequent agreement is executed for real property acquisition and construction of safety improvements, it is currently envisioned to fund the County's portion of the project as an FAU Project. This project is in the current FAU Program.

Reasons for Recommendation

1. This stretch of Blossom Hill Road is experiencing significant congestion and auto-pedestrian-bike safety problems.
2. The County previously agreed to proceed with the preliminary investigation.
3. An extension of time to the Town to complete the preliminary investigation is reasonable.
4. The original agreement (and this amendment) do not commit the County to proceed with the actual improvement project.

PM APPROVED: JAMES POTT

COUNTY EXECUTIVE _____

AGENDA DATA: DATE: _____

BOARD ACTION: _____

ITEM NO: _____

TRANSMITTAL MEMORANDUM

Page 2 of 3

DATE: March 8, 1977

DATE OF AGENDA: March 28, 1977

TITLE: FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF BLOSSOM HILL ROAD BETWEEN BLOSSOM HILL SCHOOL AND CAMINO DEL CERRO

Background

Both the Town of Los Gatos and the County recognize that significant traffic congestion and vehicular, bicycle and pedestrian safety problems exist along that stretch of Blossom Hill within the project limits. With the increased development in the South San Jose area these congestion and safety problems are becoming more and more critical.

In December, 1974 the Town of Los Gatos and the County executed an agreement to share the cost of investigating the Blossom Hill Road problems with the Town being the project administering agency (see attachment). The original Agreement had an expiration date of December, 1975. The Town is still pursuing the project. It is contemplated that the Town will complete this preliminary phase of the project by December, 1977.

The purpose of this study is to determine the feasibility and environmental consequences of proceeding with a safety improvement project on this section of Blossom Hill Road.

Consequences of Negative Action

The negative action could result in the Town's refund of previous County deposit to County (\$7,000) in accordance with the original Agreement since the Town has not completed the task as stipulated.

In addition the necessary preliminary engineering and environmental studies will not have been initiated. This will cause an indefinite delay to the proposed safety project.

Steps following Approval

The Town of Los Gatos will continue to complete the preliminary engineering and environmental studies.

TRANSMITTAL MEMORANDUM

Page 3 of 3

DATE: March 8, 1977

DATE OF AGENDA: March 28, 1977

TITLE: FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF BLOSSOM HILL ROAD BETWEEN BLOSSOM HILL SCHOOL AND CAMINO DEL CERRO

If the Amendment is executed, three (3) copies of the executed Amendment should be sent to the Town of Los Gatos:

Mr. R. L. Warnick
Director of Public Works
Town of Los Gatos
P.O. Box 949
Los Gatos, California 95030

LM:AKC:vlt

attachments

cc: R. L. Warnick
GAO

18.

AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND TOWN OF LOS GATOS FOR RESURFACING OF A PORTION OF SHANNON, SHORT AND BLOSSOM HILL ROADS

WHEREAS, Shannon, Short and Blossom Hill Roads from San Jose Avenue to Harwood Avenue lies partly within the County of Santa Clara (hereinafter called "County") and partly within the incorporated limits of the Town of Los Gatos (hereinafter called "Town"); and

WHEREAS, County and Town have determined it necessary in the interest of public safety and convenience that the aforesaid portions of said roads be resurfaced;

NOW, THEREFORE, County and Town Agree as follows:

1. County shall assume the cost of the preparation of plans and specifications for the resurfacing of Shannon Road from San Jose Avenue to Short Road, /from Short Road to Blossom Hill Road and Blossom Hill Road from the Westerly line of Tract 505 to Harwood Road, County shall submit said plans and specifications to bid, shall award the contract to the successful bidder and shall inspect and approve of the work to be performed.

2. The aforesaid plans and specifications are identified as "Plans and Specifications for Resurfacing of Shannon, Short, and Blossom Hill Road, Department of Public Works, County of Santa Clara, W. O. 2138, dated July 17, 1961" and are incorporated herein by reference the same as though set out in full. Said plans and specifications, or a true copy thereof, shall remain on file in the Department of Public Works during the term of this agreement.

3. The length of said roads lying within the incorporated limits of Town is 16.5% of the total length of the portion of said roads to be improved as shown on said plans. Town shall pay to County for Town's share of the costs of resurfacing of said road, a sum equal to 16.5% of the total costs of resurfacing as computed and determined under the contract awarded by County. In no event shall Town's share of said costs exceed the sum of 16.5% of \$60,606 or \$10,000.

*County Council
Public Works
By _____*

Date JUL 31 1961
APPROVED 22-20
RE: CE GC PC DFW PED
NO: _____ ABSTAINS: _____

4. Town shall make full and complete payment of it's contribution to County by September 30, 1961, or thirty (30) days after Town has received the final accounting of costs whichever is the later. Delivery may be made by mailing said accounting to the Town Engineer of Town and deposit in the mails shall constitute receipt by Town. Within ten (10) days after receipt of said accounting, Town shall notify County in writing of any claims for adjustment or any disagreement as to the amount to be paid by Town. Failure to so notify shall be deemed approval of said accounting and the amount specified therein to be paid by Town to County shall be paid forthwith.

5. County agrees that it shall require of any contractor engaged to perform the work and improvements to take out and maintain at all times during the performance of any work to be done hereunder a policy or policies of public liability and property damage insurance naming thereon the County of Santa Clara, The Town of Los Gatos, their officers and employees, respectively, as insureds against liability of any kind whatsoever arising out of or in any way connected with the work and improvements to be performed by, for or on behalf of, the contractor. Both personal and property damage insurance must be on an occurrence basis; and said policy or policies shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations that if the Town of Los Gatos, their officers and employees, respectively, have other insurance against any loss covered by said policy or policies, said other insurance shall be deemed excess insurance only. Said policy or policies shall provide coverage in the following minimum amounts: For personal injury, \$100,000 each person; \$300,000 each occurrence; property damages \$50,000 on account of any one occurrence with an aggregate limit of not less than \$200,000.

County shall require the contractor to file with the Board of Supervisors of the County of Santa Clara at the time of execution

of any contract awarded to the contractor for the performance of said work and improvement, a certificate showing insurance coverage as aforesaid, and that said policy or policies shall not be cancelled or reduced in coverage without giving to the Board of Supervisors of the County of Santa Clara not less than ten (10) days prior written notice of intention so to do.

IN WITNESS WHEREOF, County and Town have executed this agreement as of the 31st day of July, 1961.

TOWN OF LOS GATOS

By *William T. McNeill*

Title: Mayor of the Town of Los Gatos

By *Donald F. McLaughlin*

Title: Manager of the Town of Los Gatos

ATTEST:

By *Beverly N. Blatnick*

Title: Clerk of the Town of Los Gatos

COUNTY OF SANTA CLARA

By *Ed R. Levin*
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Acting Clerk
of the Board of Supervisors

Jean Pullan

August 3, 1961

Beverly Blatnick, Town Clerk
110 E. Main Street
Los Gatos, California

Dear Beverly:

Enclosed for your records is a fully executed copy of Agreement with the County of Santa Clara for resurfacing of a portion of Shannon, Short and Blossom Hill Roads.

Your cooperation in this matter is appreciated.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board

JP/jm
Enclosure