

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND THE  
COUNTY OF SANTA CLARA FOR THE RESURFACING  
AND PAVEMENT REPAIR OF  
EXPRESSWAY RAMPS AT NORTH SHORELINE BLVD.

This AGREEMENT, made and entered into. AUG 2 0 1991

.., by and between the CITY OF MOUNTAIN VIEW,  
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 to as "COUNTY".

WHEREAS, in Fiscal Year 1991-1992 CITY plans to award a  
contract to resurface certain public streets with asphalt concrete,  
together with all work necessary to complete the resurfacing, which  
improvements shall be hereinafter referred to as "City Contract";  
and

WHEREAS, Central Expressway ramps at north Shoreline Blvd.  
needs to be repaired and resurfaced; and

WHEREAS, this is a portion of Central Expressway which is  
responsibility of COUNTY; and

WHEREAS, for the best interest of the public, CITY AND COUNTY  
desire to have Central Expressway ramps at North Shoreline Blvd.  
repaired and resurfaced in an orderly economical manner by  
including this COUNTY portion of Central Expressway in the City  
Contract.

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

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1. SCOPE OF WORK: The scope of work shall consist of the repairing and resurfacing of Central Expressway ramps at North Shoreline Blvd.
2. PLANS, SPECIFICATIONS AND ESTIMATES: CITY shall prepare, or cause to be prepared, plans, specifications and estimates for PROJECT and shall submit said plans, specifications and estimates to COUNTY for COUNTY'S approval.
3. AWARD OF CONTRACT AND CONSTRUCTION: The construction work shall be performed by contract awarded and administered by CITY pursuant to the laws governing CITY.
4. COST SHARING OF PROJECT: The PROJECT is proposed to be funded by CITY and COUNTY. Each party's share shall be prorated on the construction of cost of the resurfacing improvements and repair within the respective party's boundaries. COUNTY'S share of the PROJECT cost has been estimated to be thirty five thousand dollars (\$35,000) including construction contingencies and City administration costs. Said administrative costs shall include preparation of plans and specifications, bidding, contract administration, inspection and incidental expenses of this PROJECT.
5. PAYMENT OF PROJECT COST: CITY shall send COUNTY a statement of costs within (30) days of completion of construction contract for PROJECT. COUNTY agrees to pay CITY within thirty (30) days of issuance of said statement.
  - a. Upon completion of PROJECT, CITY shall determine actual cost and advise COUNTY of COUNTY'S share of said cost based on the actual items of work at the respective

contract unit costs constructed in COUNTY's jurisdictional boundaries.

- b. COUNTY's final cost of PROJECT shall be determined within thirty (30) days after completion and acceptance of PROJECT by CITY.

6. MAINTENANCE AND OPERATION:

The maintenance and operation of the resurfaced pavement of Central Expressway ramps at North Shoreline Blvd. shall be by the County.

7. MUTUAL INDEMNIFICATION:

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 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.
- c. 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 and satisfactory and acceptable to both COUNTY and CITY, naming COUNTY and CITY and their respective officers and employees as insureds, 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 CITY or COUNTY or their respective officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

ATTEST: *Donald M. Rains*  
Clerk, Board of Supervisors  
DONALD M. RAINS  
APPROVED AS TO FORM AND LEGALITY

COUNTY OF SANTA CLARA  
a political subdivision of the  
State of California,  
By *Dianne McKenna*  
Chairperson, Board of Supervisors  
Dianne McKenna

*Harriet Z. Kent*  
Deputy County Counsel

"County"

ATTEST: *B. B. Kolespauler*  
City Clerk

City of Mountain View, a municipal  
corporation of the State of  
California,

APPROVED AS TO FORM:  
*[Signature]*  
City Attorney  
Mountain View

BY *[Signature]*  
City Manager

APPROVED AS TO CONTENT:  
*[Signature]*  
Deputy Public Works Director

"City"

Dated 8/1/91 Ruth Marston  
Assistant Deputy City Clerk

CITY OF MOUNTAIN VIEW  
RESOLUTION NO. 15298  
SERIES 1991

A RESOLUTION APPROVING AGREEMENT  
BETWEEN THE CITY OF MOUNTAIN VIEW AND  
THE SANTA CLARA COUNTY TRANSPORTATION AGENCY  
FOR THE RESURFACING AND PAVEMENT REPAIR OF  
CENTRAL EXPRESSWAY RAMPS AT NORTH SHORELINE BOULEVARD

BE IT RESOLVED by the City Council of the City of Mountain View that the City of Mountain View, a public entity established under the laws of the State of California, hereby approves the agreement between the City of Mountain View and the Santa Clara County Transportation Agency for the resurfacing and pavement repair of Central Expressway ramps at North Shoreline Boulevard.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute for and on behalf of the City of Mountain View the said cooperative agreement.

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The foregoing Resolution was regularly introduced and adopted at an Adjourned Regular Meeting of the City Council of the City of Mountain View, duly held on the 30th day of July, 1991, by the following vote:

- AYES: Councilmembers Bonnell, Cochran, Figueroa, Frosolone, Schatz, Shaskey, and Mayor Takahara
- NOES: None
- ABSENT: None
- NOT VOTING: None

ATTEST:

APPROVED:

Katherina B. Koliopoulos  
KATHERINE B. KOLIOPOULOS  
CITY CLERK

Arthur S. Takahara  
ARTHUR S. TAKAHARA  
MAYOR

KBK/RK/ATY  
909-7-17-91R

I do hereby certify that the foregoing resolution was passed and adopted by the City Council of the City of Mountain View at an Adjourned Regular meeting held on the 30th day of July 1991 by the foregoing vote.

Katherina B. Koliopoulos  
City Clerk  
City of Mountain View

COUNTY OF SANTA CLARA  
CALIFORNIA

COPY

OFFICE OF THE BOARD OF SUPERVISORS  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
(408) 299-4321

MEMBERS OF THE BOARD  
Michael M. Honda, District 1  
Zoe Lofgren, District 2  
Ron Gonzales, District 3  
Rod Diridon, District 4  
Dianne McKenna, District 5

August 28, 1991

Mr. Larry Janda,  
Dept. of Public Works  
City of Mountain View  
P. O. Box 7540  
Mountain View, CA 94039

SUBJECT: Agreement between the City of Mountain View and the County of  
Santa Clara

Dear Mr. Janda:

The Santa Clara County Board of Supervisors, in its meeting of August 20,  
1991 (Item 14), approved the subject Agreement relating to resurfacing and  
pavement repair of expressway ramps at North Shoreline Boulevard.

Attached is a copy of the Agreement for your files.

Very truly yours,

BOARD OF SUPERVISORS  
DONALD M. RAINS, CLERK



Kay Kazmierczak  
Deputy Clerk

DMR:kmk

cc: Transportation Agency/  
Roads Operations

TA-4

**TRANSMITTAL MEMORANDUM**

APPROVED BY THE BOARD OF SUPERVISORS  
OF SANTA CLARA COUNTY ~~AUG 20 1991~~  
DONALD M. RAINS, Clerk of the Board  
By K. Zimmerman Deputy Clerk

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S.D. 5

8/28/91-kmk

Approved copies to T/A Administration; T/A Roads Operations

Prepared by: W. Kinaman/E. Yokoi  
Reviewed by: Alan V. Jones  
Submitted by: R. M. Shields

DATE: August 6, 1991

**APPROVED:** DIRECTOR LM

**TRANSIT DISTRICT BOARD:** Agenda Date: \_\_\_\_\_ Item No. \_\_\_\_\_

**COUNTY BOARD OF SUPERVISORS:** Agenda Date: August 20, 1991 Item No. \_\_\_\_\_

**TRANSPORTATION COMMISSION:** Agenda Date: \_\_\_\_\_ Item No. \_\_\_\_\_

**FROM:** R. M. Shields, Deputy Director, Roads Operations

**SUBJECT:** AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND THE  
COUNTY OF SANTA CLARA FOR THE RESURFACING AND PAVEMENT REPAIR  
OF EXPRESSWAY RAMPS AT NORTH SHORELINE BLVD.

**RECOMMENDED ACTION:**

Authorize Chairperson to execute the attached agreement with the City of Mountain View which provides for the sharing of costs relative to the resurfacing of Central Expressway ramps at North Shoreline Boulevard East and North Shoreline Boulevard West.

**FISCAL IMPLICATIONS:**

The estimated cost to the County for the proposed resurfacing and pavement repair is Thirty-five Thousand Dollars (\$35,000.00). The estimate is based upon those portions of the project which lie within County jurisdiction.

Funds for the project are available in the current budget for resurfacing. The account is Road Fund Account 0023, Budget Unit 603, Index 4002, Account 2895. The proposed expenditure is consistent with the adopted budget.

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COUNTY BOARD OF SUPERVISORS AGENDA DATE: August 20, 1991

**SUBJECT: AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND THE COUNTY OF SANTA CLARA FOR THE RESURFACING AND PAVEMENT REPAIR OF EXPRESSWAY RAMPS AT NORTH SHORELINE BLVD.**

**REASONS FOR RECOMMENDATION:**

The City of Mountain View has offered to include the the repair and resurfacing of the Central Expressway ramps at North Shoreline Boulevard East and North Shoreline Boulevard West in its 1991-1992 Street Resurfacing Program. The County was asked to participate in the project cost for this portion of the contract, as the ramps are owned and maintained by the County. The County requested that the repair of the ramps be done at this time because the pavement on these ramps is very stressed and unless rehabilitated soon, the pavement structural section could fail and a more costly reconstruction would be required.

Since the ramps are located in the City of Mountain View, City and County staffs agreed that it would be expedient and economical for the City to add the ramp resurfacing work to the City's overlay project.

Resurfacing these roadways will result in lessening the maintenance cost of these ramps for the next ten (10) years.

**BACKGROUND:**

The County roadways in this agreement has been identified as needing repair and resurfacing. The current agreement has been prepared to allow these ramps to be resurfaced and repaired in the City's current contract. On July 9, 1991, the City of Mountain View awarded the 1991-1992 Street Resurfacing Program construction contract to O'Grady Paving, Inc.

The preparatory pavement repair work was scheduled to be completed by both County and City maintenance crews prior to commencement of the resurfacing operation. The County will also reimburse the City for any work they performed on County roads.

The experience in doing this type of cooperative work has proven satisfactory, both to local agencies and to the travelling public.

The City of Mountain View prepared plans and specifications for its resurfacing contract and have adequate quantities to include the County portions of the contract. County staff has reviewed and is in agreement with the plans.

COUNTY BOARD OF SUPERVISORS AGENDA DATE: August 20, 1991

**SUBJECT:** AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND THE COUNTY OF SANTA CLARA FOR THE RESURFACING AND PAVEMENT REPAIR OF EXPRESSWAY RAMPs AT NORTH SHORELINE BLVD.

**CONSEQUENCES OF NEGATIVE ACTION:**

The City of Mountain View will resurface only its portions of the contract.

The County will need to make immediate repairs on the Central Expressway ramps at North Shoreline Boulevard East and North Shoreline Boulevard West and plan to resurface them at a later date, possibly at increased cost.

**STEPS FOLLOWING APPROVAL:**

The terms of the fully executed agreement will be carried out. The approved funds will be used to pay the road resurfacing project costs.

Return one (1) executed original agreement to the City of Mountain View, Department of Public Works, Attn: Larry Janda. Retain one (1) fully executed copy by the Clerk of the Board for the Board of Supervisors' files. Send two (2) copies of the fully executed Agreement to the Transportation Agency, Roads Operations.

WLK:EY:ey

Attachments: Agreement/Location Map

cc: LR, LM, SAB, JAR, AK, HK