

LOCAL AGENCY-STATE AGREEMENT NO. 69-3
FEDERAL-AID SECONDARY ROADS

Res. 35328

Roads - Cont'd Agents
Cost Sharing Capital

CAPITOL EXPRESSWAY

04 Santa Clara San Jose
District County City

URBAN EXTENSION PROJECT UE-1015-3(UNIT 11)

This Agreement, made in triplicate this 27th day of May 1968, by and between SANTA CLARA COUNTY and the CITY OF SAN JOSE, State of California, hereinafter jointly referred to as the "Local Agency", and the DEPARTMENT OF PUBLIC WORKS (Division of Highways) of the State of California, hereinafter referred to as the "Department".

WITNESSETH:

It is agreed between the parties that the project or projects hereinafter described shall be constructed under and pursuant to, and in accordance with the provisions of the attached Exhibits A and B, which exhibits are hereby made a part of this agreement.

The County of Santa Clara by Resolution dated MAY 6, 1968, has approved this agreement and authorized its execution.

The City of San Jose by Resolution dated May 27 th, 1968, has approved this agreement and authorized its execution.

In Witness Whereof, the parties have hereunto affixed their hands and seals the day and year first above written.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By [Signature]
Deputy State Highway Engineer

Approval Recommended:

[Signature]
DEPUTY District Engineer

[Signature]
City and County Projects Engineer

Approved as to Form and Procedure:

[Signature]
Attorney, Department of Public Works

COUNTY OF SANTA CLARA

By [Signature]
Chairman, Board of Supervisors

~~XXXXXX~~

~~By xxxx~~

ATTEST: [Signature]
Clerk, Board of Supervisors

CITY OF SAN JOSE

By [Signature]
Mayor

And: [Signature]
City Manager

Attest: [Signature]
FRANCIS L. GREINER
City Clerk Deputy

4 Public Works

ARTICLE I. RECITALS.

This agreement is made in the light of the following facts and circumstances:

1. Under the provisions of Section 143.3 of the California Streets and Highways Code, State Highway Funds may be allocated for expenditure on the urban extensions of the Federal-aid Secondary system upon projects selected by the cities and counties in cooperation with the State.

2. The project subject to this agreement has been so selected by the Local Agency and approved by the California Highway Commission and the Department, and State Highway Funds are now available for the project.

3. The Department is required to enter into an agreement with the Local Agency relative to the prosecution of the project and the obligation of participating State Highway Funds.

THEREFORE, in consideration of the premises herein contained, the parties agree as follows:

ARTICLE II. RIGHT-OF-WAY.

1. The furnishing of rights-of-way as provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement.

2. All rights-of-way necessary for the construction of the improvement will be acquired by the Local Agency and all costs in connection therewith will be financed from other than State Funds.

3. The Local Agency will certify to the Department prior to the advertisement for bids by contractors that the necessary rights-of-way are available for the immediate construction proposed for contract.

4. If stage construction is contemplated, the Local Agency will furnish evidence to the Department prior to the advertisement of any contract that sufficient rights-of-way have been acquired or satisfactorily protected to assure completion of all stages of the ultimate facility proposed and approved.

5. The Local Agency agrees to pay from local funds any costs, which are incurred in connection with this project, which arise out of right-of-way litigation or delays to any contractor because right-of-way has not been made available to him for the orderly prosecution of the work.

ARTICLE III. ENGINEERING.

1. Preliminary engineering--The term "preliminary engineering" as used herein includes all preliminary work, including but not restricted to, preliminary surveys and reports, laboratory work, soil investigation, preparation of plans, design and advertising.

2. Construction engineering--The term "construction engineering" as used herein includes actual inspection of the work, necessary construction staking, laboratory and field testing, field reports and records, estimates, final report and allowable expenses of employees engaged therein.

3. Local Agency employees or Local Agency's consultant shall perform all engineering work except for the work involved in checking the plans, specifications and estimates prior to advertisement; which work will be done by State forces. It is agreed that other State engineering assistance will be furnished only upon written request of the Local Agency.

4. When the cost of Preliminary Engineering or Construction Engineering incurred by the Local Agency is to be borne in part by State Highway funds, State participation therein shall be limited to one-half the actual cost of services performed, including compensation and expense of personnel working on the project, the required materials and the use of Local Agency-owned automobiles. The Local Agency will contribute its general administrative and overhead expense.

5. The Local Agency will deposit with the Division of Highways sufficient funds to cover the estimated cost of any preliminary engineering to be furnished by the State. Such advances for State-furnished preliminary engineering shall be made by the Local Agency when requesting State assistance or upon demand by the Department.

6. When construction engineering is to be performed by State forces, the estimated cost of the work may be covered either by Local Agency funds deposited in advance with the Division of Highways or by State Highway Funds.

7. State Highway Funds will not be advanced to defray engineering costs until after award of the contract by the Local Agency and any advances made by the Department for such purposes shall be considered as part of the eighty per cent (80%) of the State's share of the cost of the project to be advanced in accordance with paragraph 3 of Article VI of this agreement.

ARTICLE IV. PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE.

1. Prior to advertising for bids by contractors, the Local Agency and the Department must agree on the adequacy of the final contract plans, the specifications and the Engineer's Estimate of quantities, unit prices and cost. The Local Agency will submit three prints of the complete plans and three complete drafts of the specifications and the Engineer's Estimate to the Department, through the District Engineer of the Division of Highways, sufficiently in advance of the proposed advertising date to permit thorough review and adjustment of variances.

2. The specifications shall contain no provisions limiting the contractor's employees to residents of any particular locality or area of the United States; nor shall they contain any provision that would prevent the contractor from obtaining the most suitable materials, supplies and equipment at the greatest economy from any source permitted under State law.

3. After written approval by the Department, the plans, specifications and estimate shall not thereafter be modified without prior approval by the Department.

ARTICLE V. ADVERTISEMENT AND AWARD OF CONTRACT.

1. Actual construction work will be performed by contract. The Local Agency, or another public agency acting in the Local Agency's behalf, will make preparations for advertising, will advertise, award and administer the contract or contracts and will make all payments to contractors, and pay all other costs in connection with the contract or contracts.

2. No contract shall be advertised in advance of execution of this agreement and approval by the Department of the final contract plans, specifications, Engineer's Estimate and the Local Agency's right-of-way certificate.

3. No contract shall be awarded for an amount in excess of the Engineer's Estimate or in excess of the lowest regular bid received unless sufficient funds are available and both the Department and the Local Agency agree to such award.

ARTICLE VI. FUNDS.

1. All expenditures incurred by the Local Agency prior to approval of the project by the California Highway Commission shall be considered as not a part of the project costs and State Highway Funds shall not participate in such prior expenditures.

2. State participation will be limited to one-half the actual cost of the project, after excluding the cost of any item or items not eligible for State participation; or to the allocation of funds available for the project, whichever is the lesser amount.

3. Eighty per cent (80%) of the State's share of the cost of the project, estimated upon the basis of contract prices, and estimated costs of appurtenant items, will be advanced to the Local Agency upon award of the contract. The remainder of the State's share of the actual cost will be paid to the Local Agency upon completion of the contract and submission of a final report prepared by the Local Agency in the form prescribed by the Department.

4. Upon completion of any contract or any appurtenant item, the amounts payable by the parties hereto will be adjusted upon the basis of the actual final cost of such contract or appurtenant item as shown by the project records. Any advances of funds made by the State in excess of the State's share of the actual cost of the contract or appurtenant items shall be refunded to the State upon demand. Any amounts found due the Local Agency will be paid to the Local Agency upon receipt of the Local Agency's bills.

5. Funds deposited with the Division of Highways by the Local Agency to cover the cost of work to be done by State forces but not expended, will be refunded to the Local Agency.

6. State Highway Funds may not be used to finance the costs of claims submitted by Public Utilities or others; excepting only claims for other than right-of-way delays submitted by the contractor and found to the satisfaction of the Department to be properly chargeable to the contract.

7. The Local Agency shall maintain accurate and detailed records of costs for this project. Such records shall be available to the Department for the purpose of verifying the cost of work performed under this agreement.

ARTICLE VII. MAINTENANCE.

Upon completion and acceptance of the contract, maintenance of the improvement shall become the responsibility of the Local Agency. The Local Agency agrees to maintain the improvement in good condition, preserving not only the general physical features of the roadway and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of the Department. Access rights acquired for the project are considered to be included in the aforementioned safety features.

ARTICLE VIII. RECORDS TO BE FURNISHED TO THE DEPARTMENT.

1. Upon receipt of satisfactory bids from contractors, the Local Agency shall furnish the District Engineer of the Division of Highways four copies of the letter or other instru-

ment of award to the successful bidder together with four copies of a summary of bids and four copies of the contract.

2. Upon completion of the contract the Local Agency will prepare and file with the District Engineer of the Division of Highways four copies of a final report similar in context to those prepared for State Highway projects.

ARTICLE IX. CONFLICTING PROVISIONS.

In case of conflict between any of the provisions contained in Exhibits A and B, the provisions of Exhibit B shall govern.

ARTICLE X - Location of project and brief description of work proposed:

Approved Federal-Aid Secondary Urban Extension Route 1015 in Santa Clara County and in the City of San Jose between Guadalupe River and Route 101, length 4.25 miles.

ARTICLE XI - Funds to be used for this project:

1. The estimated cost of the project covered by this agreement is:

Participating Items:

	<u>Santa Clara County</u>	<u>San Jose</u>	<u>Total</u>
Contract	\$542,000	\$542,000	\$1,084,000
Contingencies	27,000	27,000	54,000
Engr. & Inspection	<u>102,000</u>	<u>102,000</u>	<u>204,000</u>
	\$671,000	\$671,000	\$1,342,000

Non-Participating Items:

County of Santa Clara	\$18,900
City of San Jose	<u>18,900</u>
	\$37,800

Total Participating and Non-Participating Items \$1,379,800

2. On the basis of the above estimate, this project will be financed as follows:

State Highway Funds (Section 143.2. S & H Code)

Allocated to Santa Clara County	\$335,500 (50%)
Allocated to City of San Jose	<u>335,500 (50%)</u>
	\$671,000
Local Agency Funds	<u>\$708,800</u>

Total \$1,379,800

3. The actual funds for the project will be set up after the bids for the work have been opened, and shall be on the basis of contract prices. The amounts shown under the various categories of Paragraph 2, above, may be adjusted from time to time as the needs of the parties make it desirable, provided that the balances available in any category, the total estimated project cost, or the maximum legal pro rata are not exceeded.

ARTICLE XII - Special Covenants:

1. It is agreed that Santa Clara County will Administer the contract and will act on behalf of the City of San Jose in all transactions with the Department until project completion and final adjustment of financial details. All State Funds for the project shall be released through Santa Clara County.

2. State Highway funds will participate in eligible costs incurred subsequent to August 17, 1967, which is the date the California Highway Commission approved the allocation of funds for Urban Extension Project UE-1015-3.

3. The specifications for the construction contract shall contain the attached Appendix 1, titled Fair Employment Practices Provisions.

STATE
9-23-63

(This certification shall be executed by the successful bidder in accordance with instructions in the Fair Employment Practices requirements of this booklet prior to award of the contract. The bidder may execute the certification on this page at the time of submitting his bid.)

FAIR EMPLOYMENT PRACTICES CERTIFICATION

To the State of California, Department of Public Works, Division of Highways:

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the special provisions.

Signature of Bidder

Business Address

Place of Residence

FAIR EMPLOYMENT PRACTICES PROVISIONS

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of aliens on public works, as prohibited by the provisions of Section 1850 of the California Labor Code, or an employee not permitted by the National Labor Relations Act.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(c) The Contractor shall file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(d) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(e) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.


(9) The form of certificate required herein is illustrated on the page immediately following the signature page of the proposal. This certification must be executed prior to award of the contract or, for convenience, may be executed on the form provided at the time of submitting the proposal.

RESOLUTION OF THE BOARD
OF SUPERVISORS AUTHORIZING
CONSTRUCTION OF A PORTION
OF CAPITOL EXPRESSWAY

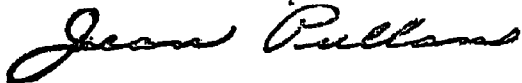
The Board of Supervisors of the County of Santa Clara, State of California, hereby authorize the Chairman of this Board to execute on behalf of the County of Santa Clara that certain agreement between the State of California, Department of Public Works (Division of Highways) and the County of Santa Clara providing for the construction of a portion of Capitol Expressway, said agreement being more particularly described as Local-Agency-State Agreement No. UE 69-3 Federal-Aid Secondary Roads" and being Urban Extension Project UE-1015-3.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on MAY 6 1968, by the following vote:

AYES: Supervisors **Della Maggiore Spangler McInrkens Sanchez Quinn**
NOES: Supervisors NONE
ABSENT: Supervisors NONE


Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

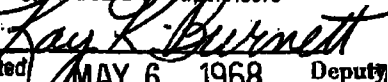


APPROVED AS TO FORM:


Assistant County Counsel

The foregoing instrument is a
correct copy of the original

ATTEST: JEAN PULLAN
Clerk Board of Supervisors

By 
Dated MAY 6 1968 Deputy

RESOLUTION NO. 33328

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN JOSE, THE STATE OF CALIFORNIA AND THE COUNTY OF SANTA CLARA PROVIDING FOR THE CONTRIBUTION OF CERTAIN MONIES BY THE STATE OF CALIFORNIA TOWARDS THE COST OF THE CAPITOL EXPRESSWAY BETWEEN THE GUADALUPE RIVER AND ROUTE 101.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

The Mayor and City Manager are hereby authorized and directed to execute, on behalf of the City of San Jose, that certain agreement between the County of Santa Clara (hereinafter with the City of San Jose designated as Local Agency), the City of San Jose (hereinafter with the County of Santa Clara designated as Local Agency), and the State of California, Department of Public Works, Division of Highways (hereinafter designated as State), namely, "Local Agency-State Agreement No. UE 69-3 Federal-Aid Secondary Roads", a copy of which is on file in the office of the City Clerk and to which reference is hereby made for all of its terms and provisions.

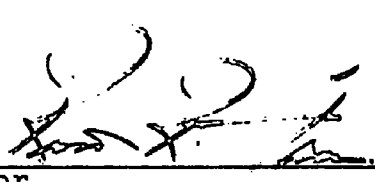
Said agreement provides, in part, that the State will contribute the allocation of funds available for the construction of the Capitol Expressway between the Guadalupe River and Route 101, hereinafter called the Project, that is, \$671,000.00, or one-half of the actual cost of the Project, whichever is the lesser amount; that the Local Agency shall acquire the necessary right of way for the Project, shall perform certain engineering services in connection therewith, shall award and administer the contract or contracts for the Project, shall make all payments to contractors and shall pay all other costs in connection with the contract or contracts and shall maintain the Project

after the completion thereof.

ADOPTED this 27th day of May, 1968, by
the following vote:

AYES:	Councilmen -	Colla, Mineta, Shaffer, Solari, Welch and James
NOES:	Councilmen -	None
ABSENT:	Councilmen -	Miller

ATTEST:



Mayor
Ronald R. James

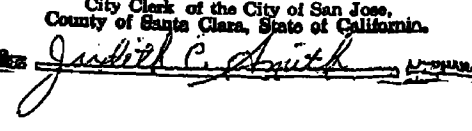
City Clerk
Francis L. Greiner

The foregoing instrument is a
correct copy of the original
on file in this office.

Attest: June 6, 1968

FRANCIS L. GREINER

City Clerk of the City of San Jose,
County of Santa Clara, State of California.



Judith C. Smith


RECEIVED
BOARD OF SUPERVISORS
JUN 28 8 46 AM '68
COUNTY OF
SANTA CLARA

#7
RESOLUTION OF THE BOARD
OF SUPERVISORS AUTHORIZING
CONSTRUCTION OF A PORTION
OF CAPITOL EXPRESSWAY

The Board of Supervisors of the County of Santa Clara,
State of California, hereby authorize the Chairman of this
Board to execute on behalf of the County of Santa Clara that
certain agreement between the State of California, Department
of Public Works (Division of Highways) and the County of Santa
Clara providing for the construction of a portion of Capitol
Expressway, said agreement being more particularly described as
Local-Agency-State Agreement No. UE 69-3 Federal-Aid Secondary
Roads" and being Urban Extension Project UE-1015-3.

PASSED AND ADOPTED by the Board of Supervisors of the County
of Santa Clara, State of California, on MAY 6 1968,
by the following vote:

AYES: Supervisors Della Maggiore Spangler Mearkens Sanchez Quinn
NOES: Supervisors NONE
ABSENT: Supervisors NONE


Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors



APPROVED AS TO FORM:


Assistant County Counsel

5-Public Works.

MAY 6 1968 B

memorandum



*Pending Sign
State*

TO	Public Works, Attn: Lou Montini	FROM	Board of Supervisors Office
SUBJECT	LOCAL AGENCY - STATE AGREEMENT FOR CONSTRUCTION		DATE
			May 7, 1968

7.
ON CAPITOL EXPRESSWAY BTW GUADALUPE RIVER AND
ROUTE 101 (UE-1015-3 (Unit II)) and
Resolution authorizing Chairman to execute
Agreement

In accordance with your request, attached hereto are five copies of the captioned Agreement and five certified copies of Resolution authorizing Chairman to sign agreement - both approved by the Board of Supervisors at its meeting of May 6, 1968.

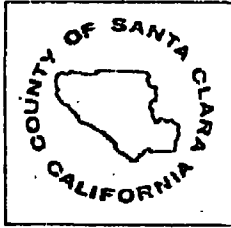
It is our understanding that you wish to process this agreement through the City of San Jose and the State, and that a fully executed copy of this agreement will be returned for our files.

DMR:kb

Attachments

county of santa clara

S.D. 1 & 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: April 26, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF May 6, 1968

FROM: Steffani, Design, Public Works

TITLE: (1) Local Agency - State Agreement for Construction on
Capitol Expressway between Guadalupe River and Route 101
(2) Resolution Authorizing Chairman to Sign Agreement

DESCRIPTION:

Attached is the Local Agency - State Agreement No. VE-69-3 and the authorizing resolution, covering the proposed widening of Capitol Expressway between the Guadalupe River and State Route 101 (Bayshore Frwy) to six lanes.

Approval is recommended.

Upon execution, please return the original and four copies to Lou Montini, Dept. of Public Works, for further processing through the City of San Jose.

ECS:LM:pr
attachments

APPROVED:

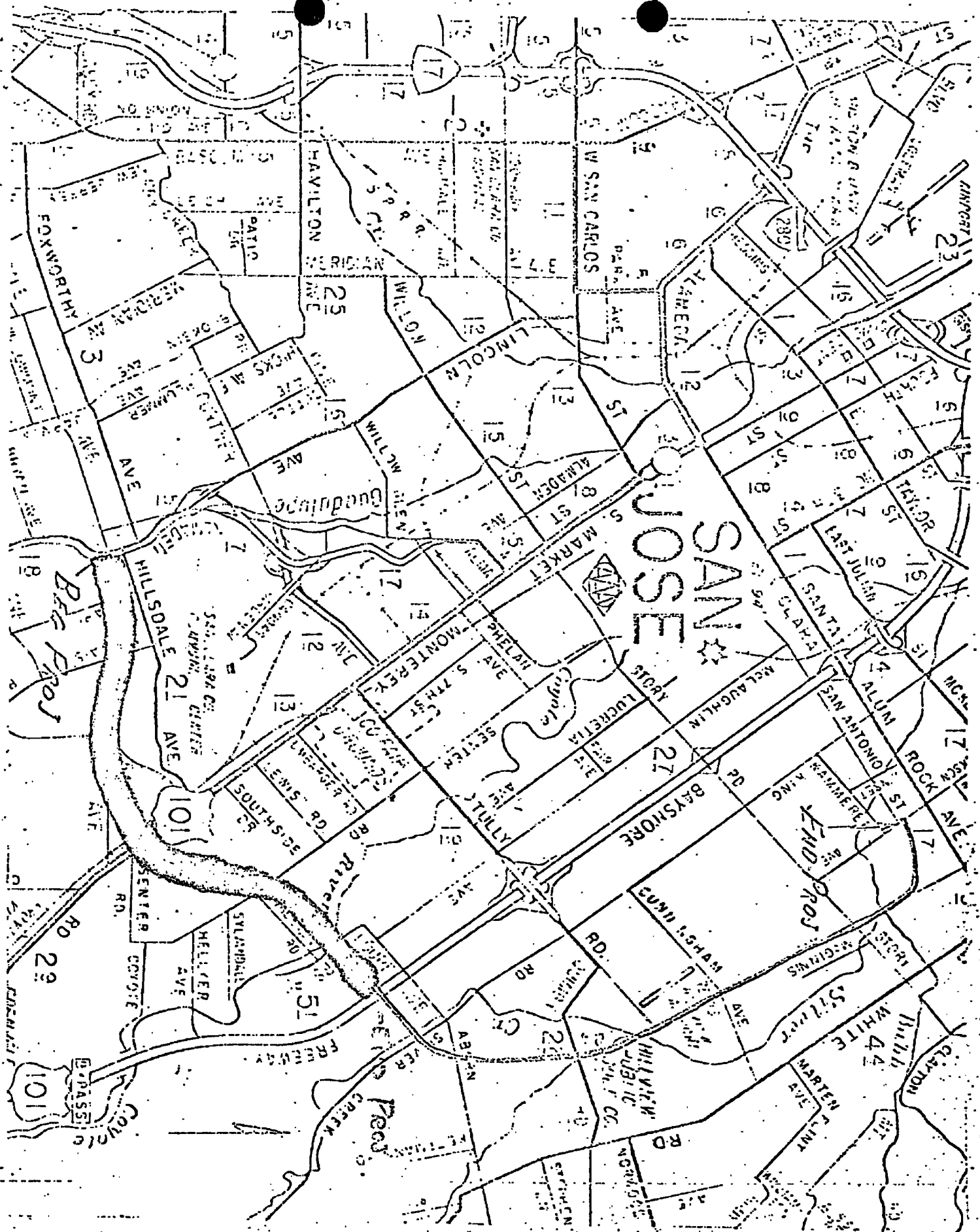

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____



STATE OF CALIFORNIA—HIGHWAY TRANSPORTATION AGENCY

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

P. O. BOX 1499, SACRAMENTO



June 18, 1968

04-SC1-1015-CR,SJs
UE-1015-3 (Unit 2)
Capitol ExpresswayBoard of Supervisors
County of Santa Clara
70 W. Hedding Street
San Jose, California

INFORMATION ONLY

Gentlemen:

Under authority of Section 143.3 of the Streets and Highways Code, State funds were allocated from the 1968-69 fiscal year State Highway Budget to assist in the financing of the proposed improvement on Capitol Expressway between Guadalupe River Bridge and State Route 101, Urban Extension Project UE-1015-3. This is an urban extension of Federal-aid Secondary Route 1015 in the San Francisco - San Jose urban area.

The plans, specifications, and estimate submitted through our District Engineer have been reviewed and found satisfactory.

You are hereby authorized to advertise the project on the basis of the plans, specifications, and estimates submitted and on the terms of the Local Agency-State Agreement covering the project.

A copy of this letter will be sent to the City of San Jose to keep it informed of the project status.

Sincerely,

J. A. LEGARRA
State Highway EngineerBy 
Deputy State Highway Engineercc: Each Supervisor
Department of Public Works

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RECEIVED
BOARD OF SUPERVISORS
JUN 21 11 38 AM '68
COUNTY OF
SANTA CLARA

FPP:DCA:1b-6c
5/14/68

Roads Cont. & Agmt. Contractor
Cost Sharing - Capitol Exp.
San Jose City
#713

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA RELATING
TO THE CAPITOL EXPRESSWAY BETWEEN THE
GUADALUPE RIVER AND ROUTE 101.

AGREEMENT, made and entered into this MAY 27 1968 day of _____, 1968, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California, hereinafter called City, and the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called County (County and City hereinafter collectively referred to as Local Agency);

W I T N E S S E T H:

RECITALS:

A. County, City and the State of California are about to enter into an agreement, namely, "Local Agency-State Agreement No. UE 69-3 Federal-Aid Secondary Roads", hereinafter called Local Agency Agreement, which provides that the State of California will contribute, under applicable provisions of the Streets and Highways Code of the State of California, (a) the allocation of funds available for the Capitol Expressway between the Guadalupe River and Route 101 (hereinafter called the Project), that is, \$671,000.00, or (b) one-half ($\frac{1}{2}$) the actual cost of the Project, after excluding the cost of any item or items not eligible for State participation, whichever is the lesser amount.

B. Said Local Agency Agreement would, in the event City enters into same, bind the City as well as the County to perform certain duties, including, but not limited to, furnishing rights of way for the Project, performing certain engineering services for the Project, awarding and administering the contract or contracts for the

1-Public Works

Project, paying all costs of the Project, and upon completion of the Project thereafter maintaining the Project.

C. The Project is a County expressway and City is entering into the Local Agency Agreement merely to render the Project eligible for increased State financial participation. City desires to be relieved, therefore, from any costs, duties or obligations for which City might be liable under said Local Agency Agreement, except for certain maintenance costs.

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

1. In the event that City enters into and executes the said Local Agency Agreement, County agrees to bear all the costs and perform all the duties required to be borne and performed by Local Agency under the said Local Agency Agreement, including, but not limited to, acquiring rights of way for the Project, performing engineering services for the Project, awarding and administering the construction contract or contracts for the Project and maintaining the Project upon completion thereof.

2. Notwithstanding the foregoing, City agrees that City will be bound by the provisions of Paragraph 3 of that certain Expressway Agreement between City and County covering those portions of the Capitol Expressway between the westerly line of Almaden Expressway and the Easterly line of Aborn Road and between the easterly line of Aborn Road and the westerly line of Jackson Avenue at San Antonio Street, form dated 3/15/68, authorized to be executed by City by Resolution No. 33034, adopted April 15, 1968, which reads as follows:

"3. City will resume control and maintenance of each of the relocated or reconstructed City streets and accept control and maintenance over each of the frontage roads and other local roads constructed by County in the City, on notice to City from County that the work herein provided for on such road has been completed except as to any portion thereof which is adopted by County as a part of the expressway property. City will also accept title to the portions of such streets outside the expressway limits upon relinquishment by County."

WITNESS THE EXECUTION HEREOF the day and year first herein-
above set forth.

APPROVED AS TO FORM:

Don A. C. Atkinson
Deputy City Attorney

CITY OF SAN JOSE, a municipal
corporation,

By [Signature]
Mayor

ATTEST: FRANCIS L. GREINER

By [Signature] Deputy
City Clerk

A. B. HAMANN
And Franklin D. Inglen Deputy
City Manager

"City"

ATTEST:

[Signature]
Clerk of the Board of Supervisors

COUNTY OF SANTA CLARA

By [Signature]
Chairman, Board of Supervisors

"County"

APPROVED AS TO FORM:

[Signature]
Deputy County Counsel



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

June 10, 1968

County of Santa Clara
70 W. Hedding
San Jose, California

Gentlemen:

Enclosed please find a copy of an executed copy of _____

~~Agreement Relating to the Capitol Expressway bet. the Guadalupe River~~
and Route 101.

This is your file copy.

Very truly yours,

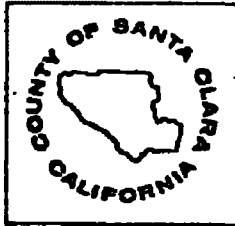
FRANCIS L. GREINER
CITY CLERK

BY: *R. H. Hubbard*
Roy H. Hubbard
Deputy

Enc.

county of santa clara

S.D. 1 & 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: May 16, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF May 27, 1968

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: AGREEMENT WITH THE CITY OF SAN JOSE RELATING TO
CAPITOL EXPWY. BETWEEN THE GUADALUPE RIVER AND RTE. 101

DESCRIPTION:

This agreement insures that the County will bear all of the Local Agency costs for the proposed Urban Extension Project on Capitol Expressway. The City is prepared to enter into the Local Agency Agreement merely to render the project eligible for increased State financial participation. The City has no financial obligation for this project since Capitol Expressway is part of the Expressway System.

Approval is recommended.

Upon execution please return the original and four copies to: Lou Montini, Department of Public Works, for further processing through the City of San Jose.

ECS:LM:vlh
attachments

picked up 5/27/68

DMR

lm

APPROVED:

[Signature]
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

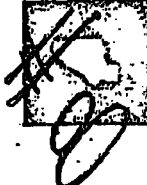
ITEM NO: _____

BOARD ACTION _____

MAY 27 1968 *[Signature]*



memorandum

	TO	FROM
	Stan Twardus, City of San Jose	Lou Montini, Sr. Civil Engineer
SUBJECT		DATE
Agreement Between the City of San Jose and County of Santa Clara Relating to Capitol Expwy Between Guadalupe River and Route 101.		May 27, 1968

Attached is the original and 4 copies of the subject agreement, which had been executed by the Board of Supervisors.

Please arrange to have the agreement executed by the City Council and return the original and two copies to the Clerk of the Board of Supervisors.

This agreement should be placed on the Council Agenda at the same time as the Local Agency - State Agreement on Capitol Expressway.

Disposition of agreements should be as follows:

1. Agreement between County & City - return original and two copies to Clerk of Board of Supervisors.
2. Local Agency - State Agreement - call Lou Montini (299-2362) who will arrange to hand carry agreement to State for further processing.

LM:per

Attachments