DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS

P. O. BOX 3366 RINCON ANNEX, SAN FRANCISCO 94119



May 21, 1965

04-SC1-1015-CR.SJ UE-10152 Capitol Expressway

Mr. James T. Pott Director of Public Works County of Santa Clara 20 West Hedding Street San Jose 10, California

Dear Mr. Pott:

Attached for your file is copy of fully executed Local Agency-State Agreement UE-65-6 executed by the County on May 3, 1965, and by the City on May 3, 1965, and now executed on behalf of the State.

The agreement applies to Urban Extention Project UE-1015-2 on Capitol Expressway between Narvaez Road and Senter Road.

Yours very truly,

Alan S. Hart District Engineer

Alien M. Fortney

City and County

Cooperative Projects Engineer

V \2

May 4, 1965

Mr. Frank Greiner City Clerk City of San Jose City Hall San Jose, California

Subject: Local Agency-State Agreement No. UE 65-6

Doar Mr. Greiner:

Enclosed you will find the original and three copies of an Agreement between the County of Santa Clara, the City of San Jose, and the State of California, known as the Local Agency-State Agreement UE 65-6 and being Urban Extension Project UE 1015-2.

The Board of Supervisors at its meeting on May 3, 1965, adopted a Resolution authorizing execution of this Agreement on behalf of the County.

After authorized execution on behalf of the City of San Jose, we would appreciate your forwarding all copies to the Division of Highways in San Francisco for execution on behalf of the State of California, and requesting fully executed copies being returned to the participating agencies.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan Clerk of the Board

JP:DMR:kb CC: Public Works Encl.(4) Bah Hagele of 8/w. Land delinered this to San Jace.

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COCAL	AGENCY-STATE	AGREEMENT	NO. UE	65-6
	FEDERAL-ALD	SECONDARY	ADS	

5-3:65

CAPITOL EXPRESSWAY

Approval Recommended:

Santa Clara District County

URBAN EXTENSION PROJECT UE 1015-2

This Agreement, made in triplicate this _____day of MAY 3 1965 , 1965 by and between County of Santa Clara and 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 Board of Supervisor's of the County of Santa Clara by , 1965 has approved this agreement Resolution dated MAY 3 and authorized its execution.

The City Council of San Jose by Resolution dated May 3, 1965 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.

(Local Agency) DEPUTY District Engineer Chairman of the Board of Supervisors City of San Jose County Projects Engineer FRAMEIS I GREINER Mayor ATTEST: City Clerk
Approved as to Form and Procedure: 61 ty Manager Approved as to Form:

ATYORNEY, for the Department

AFPROVED

THE CE CC PC DPW FLD

NO: ____ ABSTAINS:

absent w

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS

J. C. WOMACK State Highway) Engineer

County of Santa Clara

By

Deputy State Highway Engineer

RECEIVED BOARD OF SUPERVISORS

May 26 8 59 AM '65 COUNTY OF SANTA CLARA

MY 24 9:50 AM 165

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.

- l. 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 cut 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 accompanies with paragraph 3 of Article VI of this agreement.

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

- l. 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.

- l. 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. Eightyper 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 Department shall be given access to the Local Agency's records 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 Project UE 1015-2 in Santa Clara County, covering proposed four-lane grading and paving, and bridge construction on CAPITOL EXPRESSWAY between Narvaez Road and Senter Road, net length 2.47 miles.

ARTICLE XI - Funds to be used for the Project:

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

Contract Work		\$688,750
Preliminary Engineering		1,500
Construction Engineering		2,750
Railroad crossing protection		20,000
·	TOTAL	\$713,000

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

State Highway Funds (Sec. 143.3, S&H Code)	\$355,000
Local Agency Funds deposited to date for	
this project	1,500
Local Agency Funds to be made available:	
County of Santa Clara \$177,500	356,500
City of San Jose 179,000	220,200

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:

It is agreed that Santa Clara County will act on behalf of the City of San Jose in all transactions with the Department concerning this project until its completion and the final adjustments of the financial details. All of the funds for this project shall be released through Santa Clara County.

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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 65-6 Federal-Aid Secondary Roads" and being Urban Extension Project UE-1015-2.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on

MAY 3 1965

by the following vote:

AYEŚ:

Supervisors Britishingsine Spangler Mehrkens Sanchez Quinn

NOES:

Supervisors None

ABSENT:

Supervisors Della Maggiore

Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk Board of Supervisors

Dean Pullen

DATE: MAY 3 1965 ADOPT: 7/1/2

YES: D M S Sz Q NO: _______

ABSTAINS: ____ABSENT: _______

Public Works kas a copy.

RESOLUTION NO.

27372

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A LOCAL AGENCY-STATE OF CALIFORNIA AGREEMENT PROVIDING FOR PARTICIPATION OF STATE OF CALIFORNIA HIGHWAY FUNDS (143.3 STREETS AND HIGHWAYS CODE) IN THE CONSTRUCTION OF CAPITOL EXPRESSWAY, BETWEEN NARVAEZ ROAD AND SENTER ROAD

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

WHEREAS, Section 143.3 of the Streets and Highways Code of the State of California provides that State of California highway funds may be allocated for expenditure on the urban extensions of Federal-aid Secondary System upon projects selected by the applicable cities and counties in cooperation with the State of California; and

WHEREAS, before such funds can be paid to local agencies for such projects, a local agency-state agreement must be entered into;

NOW, THEREFORE, the Mayor and City Manager are hereby authorized to execute, on behalf of the City of San Jose, that certain agreement, namely, "Local Agency-State Agreement No. UE 65-6 Federal-Aid Secondary Roads Capitol Expressway 04 District Santa Clara County Urban Extension Project UE-1015-2", between the County of Santa Clara and the City of San Jose (hereinafter jointly referred to as "Local Agency") and Department of Public Works (Division of Highways) of the State of California (hereinafter referred to as "State",) which said agreement relates to the construction of Capitol Expressway between Narvaez Road and Senter Road, hereinafter referred to as the "Project". Said agreement provides, in part, that the Local Agency will acquire rights of way for the project and perform certain engineering for the project; that the final contract plans and specifications for the project must be approved by State before advertising for bids; that the Local Agency will advertise, award and administer the contract for the project and make all payments in connection with the contract; that no contract will 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 State and Local Agency agree to such an award; that

State's participation in the Project 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 less; that the Project is defined as approved Federal-Aid Secondary Urban Extension Project UE-1015-2 in Santa Clara County, covering proposed 4-lane grading and paving and bridge construction on Capitol Expressway, between Narvaez Road and Senter Road, net length 2.47 miles; that the estimated cost of the Project is \$713,000.00; that the Project, on the basis of the said estimate, will be financed as follows:

> State Highway Funds (Sec. 143.3, S & H Code) \$355,000.00 Local Agency Funds deposited to date 1,500.00

Local Agency Funds to be made available: County of Santa Clara \$177,500 City of San Jose 179,000

356,500.00

that Santa Clara County will act on behalf of the City of San Jose in all transactions with State concerning the Project until its completion and final adjustments of the financial details; that all of the funds for the Project shall be released through Santa Clara County.

Reference is hereby made to a copy of said agreement on file in the City Clerk for all of its terms and provisions.

ADOPTED this 3rd day of ,1965, by the following vote:

AYES:

Councilmen - Fischer, James, Miller, Shaffer, Solari, Welch and Pace.

NOES:

Councilmen - None.

ABSENT:

Councilmen - None.

J. L. Pace.

ATTEST:

Francis L. Greiner

City Clerk

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

Attest:

MAY 4, 1965

FRANCIS L. GREINER

PUBLIC WIRKS
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FUBLIC WIRKS

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DIVISION OF HIGHWAYS
P. O. BOX-1499, STACRAMENTO



May 13, 1965

04-SC1-1015-CR, SJs UE-1015-2 CAPITOL EXPRESSWAY

Board of Supervisors County of Santa Clara 20 West Hedding Street San Jose, California

Gentlemen:

Under authority of Section 143.3 of the Streets and Highways Code, State funds were allocated from the 1964-65 fiscal year State Highway Budget to assist in the financing of the proposed improvement on Capitol Expressway, between Narvaiz Road and Senter Road. This is an urban extension of Federal-aid Secondary route 1015 in the 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 has been sent to the City of San Jose to keep the City informed of the project status.

Yours very truly,

C WOMACK

State Highway Engineer

cc. ppr

RECEIVED BOARD OF SUPERVISORS

MAY 17 8 29 AM '65 COUNTY OF SANTA CLARA



DIVISION OF HIGHWAYS

3/1/0

DISTRICT IV

. 150 OAK STREET SAN FRANCISCO 2, CALIFORNIA UN DERHILL 3-0222

Address all communications to P. O. Box 3366, Rincon Annex San Francisco 19

July 26, 1963

PLEASE REFER TO FILE NO.

IV-SC1-S-1015, UE-1 Capitol Expressway

Mr. James B. Enochs
Director of Public Works of
County of Santa Clara
20 West Hedding Street
San Jose 10, California

Dear Mr. Enochs:

Attached, are six copies of Local Agency-State Agreement No. UE-64-1 covering the proposed two-lane grading, surfacing, and bridge construction on CapitolExpressway between Senter Road and Tuers Road, FASUE Project IV-SC1-FAS-1015, UE(1), in Santa Clara County and the City of San Jose.

Please process this Agreement in the usual manner for three-party Agreements, returning to this Office the original and three copies attaching to each a copy of the authorizing Resolution.

The right of way for this project has not yet been certified.

"Yours very truly,

J. P. Sinclair
Assistant State Highway Engineer

Allen M. Fortney

City and County

Cooperative Projects Engineer

INDEX OF SHEETS

SHEET NO. 1 TITLE PAGE

- I TYPICAL SECTIONS
 3-G PLAN & PROFILE
 H-0 DRAWAGE
- M-17 QUANTITIES

PROJECT LOCATION

20,000 1.00 -

- 8-23 STANDARDS
- S CAOSS SECTIONS BRIDGE PLANS
- -- COTOTE RIVER BRIDGE

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

PLANS FOR CONSTRUCTION ON

SANTA CLARA COUNTY HIGHWAY

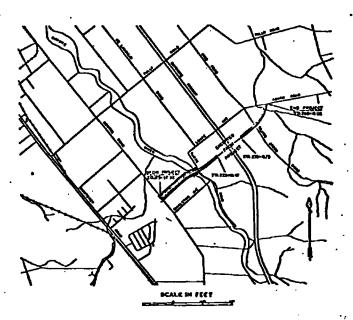
FEDERAL AID SECONDARY PROJECT

S-1015(3) & UE-1

CAPITOL EXPRESSWAY

BETWEEN SENTER ROAD & ABORN ROAD

NEAR SAN JOSE



NET LENGTH 1.497 MILES



STATE OF CALIFORNIA

......

county of santa clara





TRANSMITTAL MEMORANDUM

	DEPARTMENT OF PUBL	IC WORKS	
	(/POR'	DATE: April 23	3, 1965
FOR:	BOARD OF SUPERVISORS AGENDA OF	May 3	,19_65
FROM:	Steffani, Design, Public Works		
TITLE:	Reimbursement Agreement between S County for Capitol Expressway Uni	tate, City of Sar t II 04-SC1-101	n Jose and 5-CR, UE 1015-2
DESCRIP	TION:		

Attached are the original and four copies of the Local Agency-State Agreement covering the proposed construction on Capitol Expressway between Narvaez Road and Senter Road together with five copies of a resolution for Board action. Exhibit "B" of the agreement lists the project financing.

Approval is recommended.

Please return the executed agreement and copies together with certified copies of the resolution to this department in order that we may forward them to the City of San Jose for further action.

ECS: RGH: nc

Attachments

PPROVED:	Jon	res	-	FE
PPROVED:				

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA	
DATE:	
ITEM NO:	
BOARD ACTION	
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