

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

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

October 14, 1969



04-SC1-1015-CR, SJs
UE-1015-3 (Unit IV)
Capitol Expressway

Mr. James T. Pott
Director of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California 95110

Dear Mr. Pott:

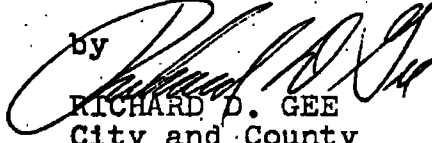
Attached for use in conforming your file copy and the City of San Jose's file copy are two counterparts of Local Agency-State Agreement No. UE 69-12(Revised) executed by the County July 29, 1969, and by the City August 11, 1969, and now executed on behalf of the State.

The agreement applies to Urban Extension Project 1015-3 (Unit IV), on Capitol Expressway between 0.1 mile south of Story Road and State Route 680 (Future).

Very truly yours,

ALAN S. HART
District Engineer

by


RICHARD D. GEE
City and County
Projects Engineer

Attachment

Copy
County

LOCAL AGENCY-STATE AGREEMENT NO. UE- 69-12
FEDERAL-AID SECONDARY ROADS **REVISED**

04

Santa Clara

District

County

URBAN EXTENSION PROJECT 1015-3(Unit IV)

CAPITOL EXPRESSWAY

JUL 29 1969

THIS AGREEMENT, made in duplicate this _____ day of _____
the County of Santa Clara
1969 by and between and the City of San Jose
political subdivision(s) of State of California, hereinafter referred to as "LOCAL AGENCY", and
the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department
of Public Works, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, under the provisions of Section 143.3 of the California Streets and Highways Code, State Highway Funds may be allotted to cities or counties for the construction of city streets or county roads, on the urban extensions of Federal-aid Secondary highways; and

WHEREAS, LOCAL AGENCY has requested such an allocation for a specific project and the California Highway Commission has allocated funds for said project; and

WHEREAS, LOCAL AGENCY desires to enter into an agreement with STATE relative to the prosecution and maintenance of the project and the payment of the funds allocated; now

THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit 'A', hereinafter referred to as "the project" shall be constructed as provided in this agreement.

2. Construction work will be performed by contract. LOCAL AGENCY, or another public agency acting in behalf of LOCAL AGENCY will prepare the plans, specifications, and estimate, will award and administer the contract or contracts pursuant to the laws governing LOCAL AGENCY and will make all payments to contractors, and pay all other costs in connection with the contract or contracts.

3. No contract shall be advertised in advance of execution of this agreement and approval of the contract plans, specifications and engineer's estimate by STATE.

4. The estimated cost of the project is as shown in Exhibit A hereto. A contract shall not be awarded for an amount in excess of said estimate nor in excess of the lowest regular bid received unless sufficient funds are available and both STATE and LOCAL AGENCY concur in such award.

5. STATE shall be given access to the project and project records at any time for the purpose of verifying that the project is being or has been constructed in accordance with the approved contract plans and specifications. Such records shall be retained for a period of three years following completion of the project. If STATE, in its sole discretion, shall find that any portion of the project is not constructed in accordance with the approved contract plans and specifications, such portion of the project shall not be eligible for STATE participation.

ARTICLE II - Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by LOCAL AGENCY.

2. 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. LOCAL AGENCY shall pay from its funds the cost of acquiring rights of way and any costs which may arise out of right of way litigation, or from delays to the contractor because obstructions have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. LOCAL AGENCY will certify and/or furnish evidence to STATE 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.

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 supervision of construction, 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. Except as otherwise set forth herein, LOCAL AGENCY or LOCAL AGENCY'S consultant shall perform all engineering work.

4. State funds will participate only in those engineering costs incurred after the Highway Commission has approved the program to be included in the subsequent State Highway Budget to be adopted.

5. 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 equipment or other rental charges normally assessed projects financed with LOCAL AGENCY gas tax monies. Personnel expense may include an assessment to cover such things as vacation and sick leave reserves, payroll taxes, retirement allowances, and other fringe benefits. LOCAL AGENCY will contribute its administrative and overhead expenses not normally assessed projects financed with LOCAL AGENCY gas tax monies.

6. LOCAL AGENCY will upon demand deposit with STATE sufficient local monies to cover entire cost of any preliminary engineering to be performed by STATE. This will include cost of reviewing the project plans, specifications, and estimate. An assessment will be added to all direct labor costs of STATE in accordance with Section 8755.1 of the State Administrative Manual. Upon award of construction contract, costs of preliminary engineering eligible for State Highway Fund participation in accordance with paragraph 4 above will be taken into account in computing STATE'S share of project costs to be advanced in accordance with ARTICLE V, paragraph 3.

ARTICLE IV—Plans, Specifications and Engineer's Estimate

1. LOCAL AGENCY will submit three prints of the complete plans and three complete drafts of the specifications and the Engineer's Estimate to STATE, sufficiently in advance of the proposed advertising date to permit thorough review and adjustment of any 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. The Legislature and the Governor of the State of California, have prescribed certain employment practices with respect to contract and other work financed with State funds. LOCAL AGENCY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by LOCAL AGENCY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

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

ARTICLE V—Funds

1. All expenditures incurred by LOCAL AGENCY prior to approval of the project by the California Highway Commission shall not be considered as 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 percent (80%) of 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 LOCAL AGENCY upon award of the contract. The remainder of 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 LOCAL AGENCY in the form prescribed by STATE.

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 STATE in excess of STATE'S share of the actual cost of the contract or appurtenant items shall be refunded to STATE upon demand. Any amounts found due LOCAL AGENCY will be paid to LOCAL AGENCY upon receipt of LOCAL AGENCY'S bills.

5. Funds deposited with STATE by LOCAL AGENCY to cover the cost of work to be done by STATE but not expended, will be refunded to LOCAL AGENCY.

6. LOCAL AGENCY shall maintain accurate and detailed records of costs for this project. Such records shall be available to STATE'S auditors for a period of three years following project completion.

ARTICLE VI—Maintenance

Upon completion and acceptance of the contract, maintenance of the improvement shall become the responsibility of LOCAL AGENCY. LOCAL AGENCY agrees to maintain the improvement in good condition, preserving not only the general physical features of the roadway, roadside 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 STATE. Access rights acquired for the project are considered to be included in the aforementioned safety features. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, and that LOCAL AGENCY has not taken steps to remedy the conditions complained of to STATE'S satisfaction, STATE may withhold approval of further Federal-aid Secondary Urban Extension projects of LOCAL AGENCY until the project shall have been put in a condition of maintenance satisfactory to STATE.

ARTICLE VII—Records to be Furnished

1. Upon receipt of satisfactory bids from contractors, LOCAL AGENCY shall furnish STATE four copies of the letter or other instrument 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 LOCAL AGENCY will prepare and file with STATE four copies of a final report similar in context to those prepared for State Highway projects. Said report shall include a certification that the project has been constructed in conformance with the approved plans and specifications.

ARTICLE VIII—Miscellaneous Provisions

1. (a) Neither STATE 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 LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL AGENCY shall fully indemnify and hold STATE 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 LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement.

(b) Neither LOCAL AGENCY 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 STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold LOCAL AGENCY 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 STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement.

2. In the event that the project is approved on a stage construction basis, LOCAL AGENCY shall complete the project to its final stage, with or without State aid; at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. If, within one year after receipt of notice from STATE that in STATE'S opinion conditions warrant construction of a subsequent stage LOCAL AGENCY has not taken steps to STATE'S satisfaction to undertake said construction, STATE may withhold approval of further Federal-aid Secondary Urban Extension projects of LOCAL AGENCY until such steps are taken. Should the work covered by this agreement involve a bridge without approaches, within two (2) years after completion of the bridge LOCAL AGENCY shall cause such approaches to be constructed, with or without State aid, to design standards acceptable to STATE. Approaches or other stages added to a project shall be subject to the provisions of ARTICLE VI, Maintenance, whether or not STATE has participated in their cost.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By [Signature]
Deputy State Highway Engineer

Approval Recommended:

DEPUTY District Engineer

ASST. City and County Projects Engineer

Approved as to Form and Procedure:

Attorney, Department of Public Works

Santa Clara County
(Local Agency)

By [Signature]
Chairman of the Board of Supervisors

City of San Jose
(Local Agency)

By [Signature]
Mayor

And [Signature] Deputy
City Manager

ATTEST [Signature]
Clerk of the Board of Supervisors
JEAN PULLAN

FRANCIS L. GREINER

5 Attest: By [Signature] Deputy
City Clerk

Approved as to form

James R. [Signature]
Dep. Asst County Counsel

Date: July 17, 1969

WILLIAM H. HARRIS

WILLIAM H. HARRIS
(S. HARRIS, JR.)

ARTICLE IX-Project Location and description of work proposed:

On the urban extension of Federal-aid Secondary Route 1015 in the County of Santa Clara and in the City of San Jose, CAPITOL EXPRESSWAY, between 0.1 mile south of Story Road and State Route 680 (Future). Construct 4-lane divided road by grading, placing base and paving. Install traffic signals and lighting.

ARTICLE X-Proposed Project funding:

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

Contract Items	\$673,271
Contingencies	33,729
Subtotal	\$707,000
Engineering	114,000
Total estimated project cost	\$821,000

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

State Highway Funds (Section 143.3 S&H Code)

*Remaining amount + allocated to City of San Jose	\$186,026.72
*Remaining amount + allocated to County of Santa Clara	186,026.72
Local Agency Funds	448,946.56
Total estimated project cost	\$821,000.00

*Note

The total allocation of Section 143.3 funds for the City of San Jose and the County of Santa Clara in the 1968-69 FY was \$1,000,000. This total can not be exceeded on the overall UE-1015-3 project when final reports are submitted.

ARTICLE XI - Special Covenants:

1. In accordance with Article V, Paragraph 1, State Highway funds will participate in eligible costs incurred subsequent to August 17, 1967.

2. 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.

3. This revised agreement cancels and supersedes Local Agency-State Agreement UE-69-12.

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 workforce 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.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

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 above Fair Employment Practices requirements.

Signature of Bidder

Business Address

Place of Residence

RESOLUTION NO. 36161

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 0.1 MILE SOUTH OF STORY ROAD AND STATE ROUTE 680 (FUTURE).

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 69-12 Revised 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 0.1 mile south of Story Road and State Route 680 (Future), hereinafter called the Project, that is, \$372,053.44, or one-half of 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; that the Local Agency shall acquire the necessary rights 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 11th day of August, 1969, by the following vote:


AYES: Councilmen - Colla, Goglio, Gross, Hays, Mineta, Shaffer, James.

NOES: Councilmen - None

ABSENT: Councilmen - None

ATTEST:


Mayor
Ronald R. James


City Clerk
Francis L. Greiner
by: Richard C. McCoy, Deputy.

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:

Francis L. Greiner, City Clerk
of the City of San Jose, Calif.

By:  Deputy

Dated: September 10, 1969

Form No. 170-40

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 2

DATE: July 18, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF July 29, 1969

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: REVISED LOCAL AGENCY AGREEMENT UE 69-12 BETWEEN STATE OF CALIFORNIA, CITY OF SAN JOSE AND COUNTY OF SANTA CLARA ON CAPITOL EXPRESSWAY BETWEEN STORY ROAD AND STATE ROUTE 680

DESCRIPTION:

Submitted are four (4) copies of the revised local agency agreement and the resolution authorizing execution of the agreement on the Capitol Expwy. improvement project.

A revised Local Agency Agreement is necessary because the bid exceeded the Engineer's Estimate, which was the basis of State participation on this project. The revised agreement is a technicality insisted upon by the State's Legal Dept. The County and the City of San Jose are limited to a maximum total allocation of \$1,000,000 State U.E. funds for the total of this unit of Capitol Expwy. and the unit currently under construction between Almaden Expwy. and Bayshore Frwy. The LVLFF is the source of all local matching funds.

Execution of the revised agreement is recommended.

After execution please return all copies to Dept. of Public Works, attention: Wolfgang Schroeder, for transmittal to City of San Jose for execution by City Council.

LM:WS:vlh

attachments

JUL 25 1969

APPROVED:

James T. Pott

JAMES T. POTT, COUNTY ENGINEER

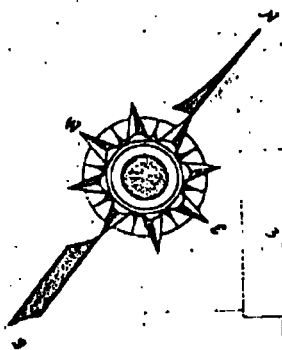
AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

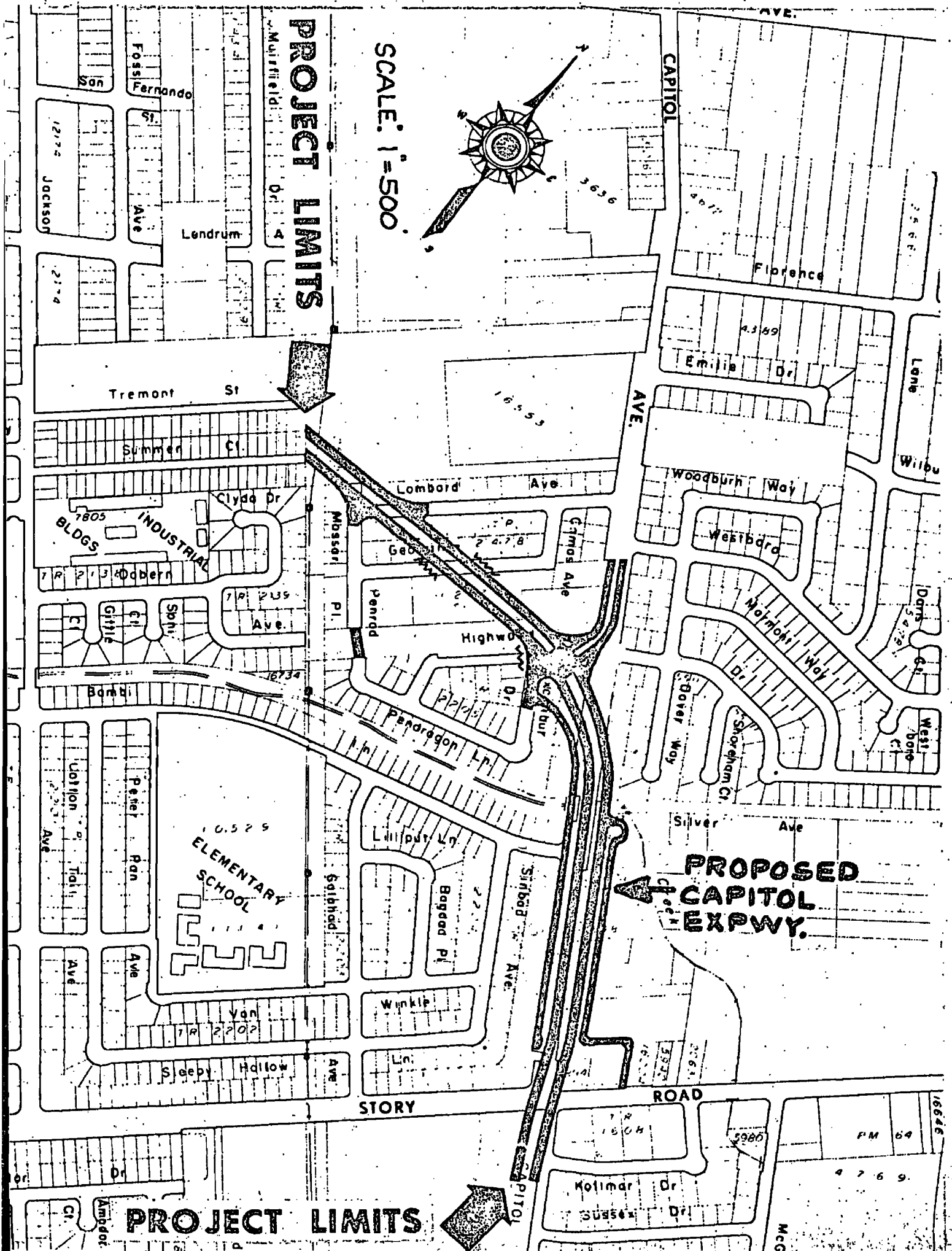
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PROJECT LIMITS

**PROPOSED
CAPITOL
EXPWY.**

PROJECT LIMITS



memorandum



TO	Public Works Department	FROM	
	Attn: Wolfgang Schroeder, Engineering		Jean Pullan, Clerk, Board of Supervisors
SUBJECT	REVISD LOCAL AGENCY AGREEMENT - UE 69-12 -		DATE
	btw State, City of San Jose and County re		July 29, 1969

Capitol Expressway btw Story Road and State
Route 680, and Resolution authorizing Execution
(Agenda Item 7 - 7/29/69)

Attached hereto please find five copies of the captioned Agreement (4 signed and 1 facsimile stamped), along with five certified copies of a Resolution authorizing execution of the Agreement, approved by the Board of Supervisors at its meeting this date.

After execution by the City of San Jose and the State Division of Highways, please see that one executed copy is returned for our files.

kb
attachments

B/S

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA AUTHORIZING
EXECUTION OF REVISED AGREEMENT WITH THE
STATE OF CALIFORNIA RELATING TO URBAN
EXTENSION FUNDS FOR CONSTRUCTION OF
CAPITOL EXPRESSWAY

WHEREAS, the County of Santa Clara, acting in accordance with Streets and Highways Code section 143.3, has requested State of California for an allocation of State Highway Funds to be used in constructing Capitol Expressway (UE Project #1015-3, Unit IV); and

WHEREAS, State of California has made the requested allocation and has executed together with County an agreement entitled "Local Agency - State Agreement No. UE-69-12, Federal Aid Secondary Roads"; and

WHEREAS, it now appears that the estimated State participating costs exceed the total UE allocation of \$1,000,000 for Capitol Expressway, and the State of California is requesting the execution of a revised Agreement No. UE-69-12 showing the resulting increased participating costs by Local Agency;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Santa Clara, State of California hereby authorizes and directs the Chairman to execute the aforementioned revised "Local Agency - State Agreement UE-69-12" on behalf of Santa Clara County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on JUL 29 1969,
by the following vote:

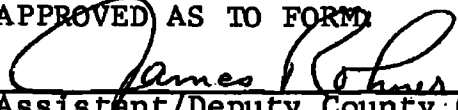
AYES: Supervisors Mehrkens Sanchez Quinn Calvo Cortese
NOES: Supervisors NONE
ABSENT: Supervisors NONE


Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors



APPROVED AS TO FORM


Assistant/Deputy County Counsel

JUL 29 1969
2

FPP:DCA:1b-6c
8/6/69

36162

REVISED
AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA RELATING
TO THE CAPITOL EXPRESSWAY BETWEEN 0.1
MILE SOUTH OF STORY ROAD TO STATE ROUTE
680 (FUTURE).

AGREEMENT, made and entered into this 26 day of
AUG, 1969, by and between the CITY OF SAN JOSE, a mu-
nicipal 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 here-
inafter 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 69-12 Revised Federal-Aid Secondary Roads", hereinafter called Local
Agency Agreement, which provides that the State of California will con-
tribute, 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 0.1 mile south of Story Road to State
Route 680 (Future) (hereinafter called the Project), that is, \$372,053.44,
provided that the total allocation of Section 143.3 funds for the City
of San Jose and the County of Santa Clara in the 1968-69 fiscal year
shall not exceed \$1,000,000.00, 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 cer-
tain duties, including, but not limited to, furnishing rights-of-way
for the Project, performing certain engineering services for the

CC. Public Works - 2
Finance
Co. Council

Project, awarding and administering the contract or contracts for the 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. County shall hold City harmless from all liability arising in connection with the construction of the Project.

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

APPROVED AS TO FORM:

Donald H. Atkinson
Division Chief Attorney

ATTEST: FRANCIS L. GREINER
By Francis L. Greiner Deputy
City Clerk

ATTEST:

Donald M. Rains
Clerk of the Board of Supervisors
Donald M. Rains
Assistant Clerk
Board of Supervisors

APPROVED AS TO FORM:

William M. Siegel
Deputy County Counsel

CITY OF SAN JOSE, a municipal corporation,

By A. P. Ramirez
Mayor

And by Franklin D. Imhoff Deputy
City Manager

COUNTY OF SANTA CLARA

By Jim Sanchez
Chairman, Board of Supervisors

AUG 26 1969

FPP:DCA:1b-B
8/11/69

RESOLUTION NO. 36162

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 AND THE COUNTY OF SANTA CLARA RELATING TO THE CAPITOL EXPRESSWAY BETWEEN 0.1 MILE SOUTH OF STORY ROAD AND STATE ROUTE 680 (FUTURE).

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 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), namely, "Revised Agreement Between the City of San Jose and the County of Santa Clara Relating to the Capitol Expressway Between 0.1 Mile South of Story Road to State Route 680 (Future)", form dated 8/6/69, a copy of which said agreement 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 that in the event City enters into and executes an agreement, namely, "Local Agency-State Agreement No. UE 69-12 Revised Federal-Aid Secondary Roads" (hereinafter called Local Agency Agreement), County agrees to bear all the costs and perform all the duties required to be borne and performed by City and County under

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:

Francis L. Greiner, City Clerk
of the City of San Jose, Calif.

By: Judith C. Smith Deputy

Dated: September 19, 1969

Form No. 170-40

f August _____, 1969, by the
Gross,
olla, Goglio, Hays, Mineta, Shaffer, James.

one

one

Ronald R. James
Mayor
Ronald R. James

Void if detached

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 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), namely, "Revised Agreement Between the City of San Jose and the County of Santa Clara Relating to the Capitol Expressway Between 0.1 Mile South of Story Road to State Route 680 (Future)", form dated 8/6/69, a copy of which said agreement 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 that in the event City enters into and executes an agreement, namely, "Local Agency-State Agreement No. UE 69-12 Revised Federal-Aid Secondary Roads" (hereinafter called Local Agency Agreement), County agrees to bear all the costs and perform all the duties required to be borne and performed by City and County under the said Local Agency Agreement.

ADOPTED this 11th day of August, 1969, by the following vote:

AYES:	Councilmen -	Gross, Colla, Goglio/Hays, Mineta, Shaffer, James.
NOES:	Councilmen -	None
ABSENT:	Councilmen -	None

ATTEST:

Richard C. McCoy
City Clerk

Francis L. Greiner
by: Richard C. McCoy, Deputy

Mayor
Ronald R. James

RESOLUTION NO. 36161

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 0.1 MILE SOUTH OF STORY ROAD AND STATE ROUTE 680 (FUTURE).

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 69-12 Revised 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 0.1 mile south of Story Road and State Route 680 (Future), hereinafter called the Project, that is, \$372,053.44, or one-half of 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; that the Local Agency shall acquire the necessary rights 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 11th day of August, 1969, by the following vote:

AYES: Councilmen - Colla, Goglio, Gross, Hays, Mineta, Shaffer, James.

NOES: Councilmen - None

ABSENT: Councilmen - None

ATTEST:


City Clerk

Francis L. Greiner
by: Richard C. McCoy, Deputy


Mayor

Ronald R. James

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:

Francis L. Greiner, City Clerk
of the City of San Jose, Calif.

By: Ann Richards Deputy

Dated: August 28, 1969

Form No. 170-40

Void if detached

#10.

August 26, 1969

Mr. Frank Greiner, City Clerk
City of San Jose
City Hall
First & Mission Streets
San Jose, California

Subject: Revised
Agreement with City of San Jose
For proposed urban extension project on
Capitol Expressway btw Story Road and State
Route 680

Dear Mr. Greiner:

Enclosed you will find an original and one copies of
an agreement between the County of Santa Clara and the
party (ies) named above. The Board of Supervisors at
its regularly scheduled meeting on August 26, 1969,
authorized its Chairman to execute this agreement on
behalf of the County.

After execution of all copies, we would appreciate your
returning one copy ~~(200)~~ to this office.

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP: kb
Encls.

No. 1

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 2

DATE: August 18, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF August 26, 19 69

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: REVISED AGREEMENT BETWEEN CITY OF SAN JOSE AND COUNTY OF
SANTA CLARA ON CAPITOL EXPRESSWAY BETWEEN STORY ROAD AND
STATE ROUTE 680

DESCRIPTION:

This agreement provides 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 of this agreement is desired by City since the original agreement executed by County and City in May 1969 refers to a State Local Agency Agreement which was later revised because low bid exceeded Engineer's estimate.

Approval is recommended.

LM:WS:vlh

attachments

APPROVED: James T. Pott

JAMES T. POTT, COUNTY ENGINEER

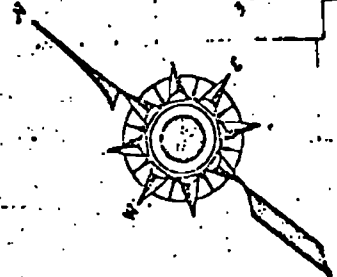
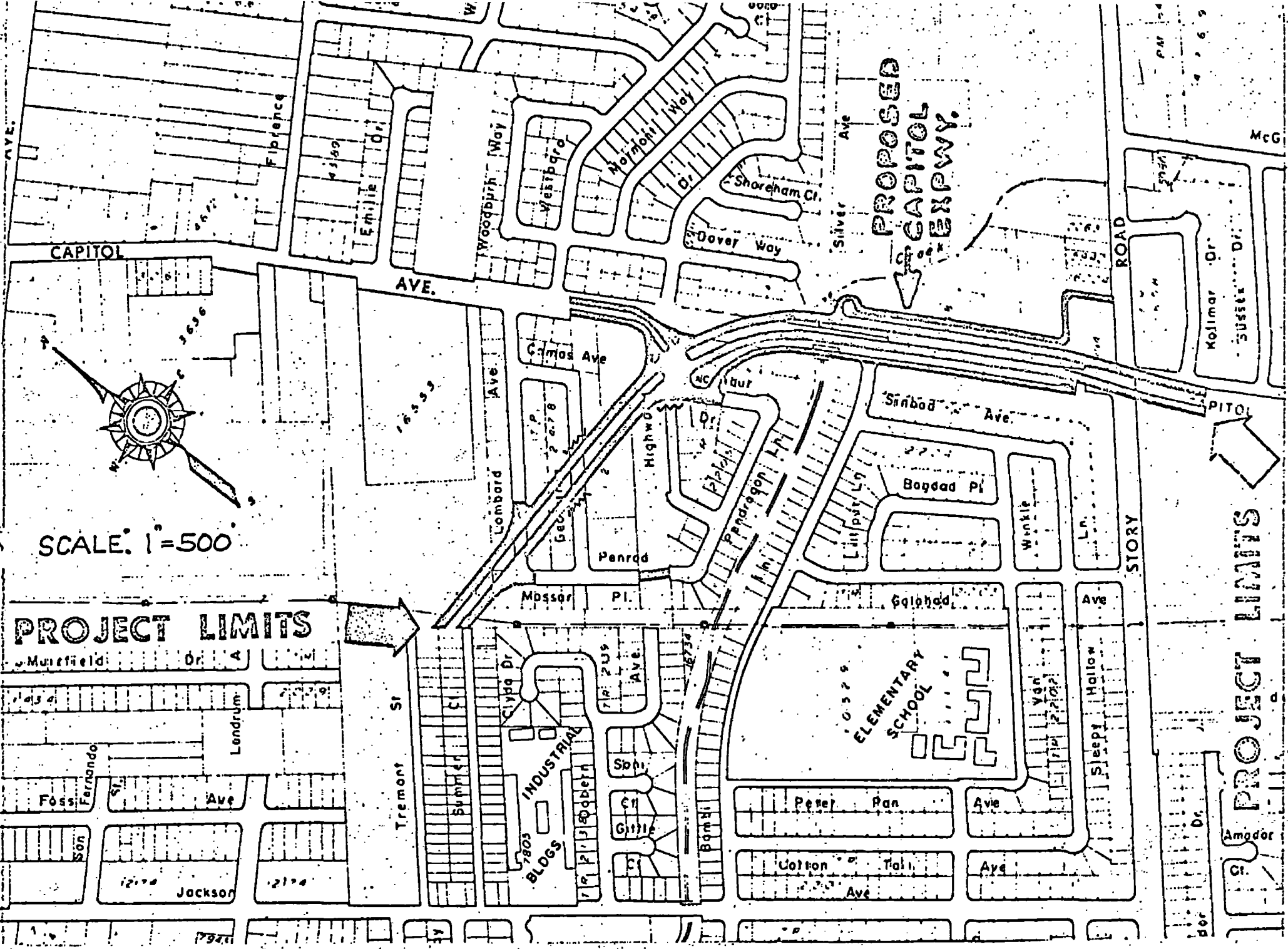
AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

AUG 26 1969



SCALE: 1"=500'

PROJECT LIMITS

PROPOSED
CAPITOL
EXPWY.

PROJECT LIMITS

DIVISION OF HIGHWAYS

P. O. BOX 1499, SACRAMENTO 95807

Rds Costs & Agmts
Cost Sharing - Capitol Expressway
State Rev 9
RONALD REAGAN, Governor

INFORMATION ONLY



May 26, 1969

04-SCI-1015-CR, SJs
UE-1015-3, Unit IV
Capitol Expressway

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

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 0.1 mile south of Story Road to SH Route 680, Urban Extension Project UE-1015-3 (Unit IV).

The plans, specifications and estimate submitted through our District Engineer have been reviewed and as revised are satisfactory. The approved estimate, including engineering and contingencies, is \$744,000.

On the basis of the allocation and approved estimate the financing of this project is:

State Highway funds (County of Santa Clara)	\$186,000
State Highway funds (City of San Jose)	186,000
Local Agency funds	372,000
Total	\$744,000

The above \$744,000 is eligible for financing with State funds. Should final participating cost be less than this amount the State's share will be reduced accordingly. Should final participating costs of approved work exceed \$744,000 the Local Agency may apply for an additional allocation in an amount not to exceed fifty percent of the excess. This is in accord with the Commission's policy resolution of February 21, 1969, a copy of which is attached.

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

Sincerely,

cc EA SUPERVISOR
P/w

J. A. LEGARRA
State Highway Engineer
By *[Signature]*
Deputy State Highway Engineer

FEB 21 1966

RESOLUTION REGARDING PROCEDURE TO BE
FOLLOWED IN ALLOCATING FUNDS TO LOCAL AGENCIES
UNDER PROVISIONS OF SECTION 143.3,
STREETS AND HIGHWAYS CODE

WHEREAS, at the 1959 Regular Session of the Legislature, Section 143.3 was added to the Streets and Highways Code and amended in 1965 to read as follows:

"The commission and the department may include in the annual budget prepared under Section 143.1 amounts not to exceed the equivalent of the amounts made available by the Federal Government annually for projects on extensions of federal-aid primary or federal-aid secondary highways within urban areas for allocation to cities or counties for the construction of city streets or county roads within urban areas which would qualify as extensions of federal-aid secondary highways. The design standards of such projects shall be such as would qualify the project for the expenditure of such federal funds.

"Upon the written request of any city or county, the commission and the department may include an allocation for the city or county in the next succeeding annual budget. Not more than five hundred thousand dollars (\$500,000) shall be allocated for such purpose to any city or county in any one year. Any amounts allocated to a city or county shall be paid from the State Highway Fund and shall be included in the computation of compliance with the requirements of Sections 188 and 188.8. No allocation shall be made to a city or county for any project unless the city or county has made provision, to the satisfaction of the commission and the department, for the expenditure on such project of amounts from any other sources available for such purpose at least equal to the amounts to be allocated by the commission and the department.

"The projects for which funds are made available pursuant to this section may be constructed by the local agency or agencies concerned, or, by agreement between the local agency or agencies and the department, the department may acquire the necessary rights-of-way in the name of the local agency or agencies, and perform all other acts to complete the project. Construction work by the department shall be subject to the State Contract Act. Agreements between the department and local agencies are authorized relative

to the handling and accounting of funds, including the making of advancements so as to permit prompt payment for the work accomplished, and relative to any other phase of the work."; and

WHEREAS, it is deemed advisable to indicate to the local agencies of government the types of projects which this Commission will consider for allocations of such funds, and the procedure to be followed in obtaining such allocations,

NOW, THEREFORE, BE IT RESOLVED, that allocations of such funds will be considered only where all the following conditions are met:

- (1) The design standards for the project are such as would qualify it for use of Federal-aid Urban Funds as an extension of a Federal-aid Secondary Highway, and it is proposed in order to meet traffic conditions previously created or anticipated in the near future.
- (2) The project is clearly identified, on a plan submitted by the local agency in support of its request for a state allocation, as constituting part of a city-county approved system of major arterial highways, integrated with any existing or planned system of state freeways in the area concerned.
- (3) The effect of the proposal in relation to the statutory formula (Streets and Highways Code, Section 188.8) for apportionment of state highway construction monies between counties has been considered by the local agency.
- (4) The local agency has obtained the Department's approval of the preliminary plans and cost estimates and certifies (a) that the local agency has available its share of the total project cost, (b) that sufficient rights-of-way to assure completion of all stages of the ultimate facility have either been acquired or will be satisfactorily protected, before the project is advertised for contract, and (c) that in the event the project is to be constructed by the local agency, the final plans, specifications and estimates of cost will be submitted to the Department for approval before advertising the project for construction contract bids, and sufficiently in advance of the scheduled date for advertising to enable the Department to review the plans, and the local agency to award the contract, prior to the expiration of the fiscal year in which the state allocation is made.

AND BE IT FURTHER RESOLVED that the State Highway Engineer is requested to send a copy of this resolution to all counties and cities, and also to inform them:

(a) That the Commission will consider, for allocations from funds to be budgeted for the 1970-71 fiscal year, projects for which requests are filed with the Department on or before March 1, 1969. In future years the filing date will be the first day of March preceding the beginning of each fiscal year.

(b) That it will be the policy of the Commission to budget \$5,000,000 each year pursuant to Section 143.3 of the Streets and Highways Code and to make such monies available for allocation and expenditure for purposes specified herein without regard to fiscal years. The Commission reserves the right to approve or reject applications for projects which exceed the total amount thus made available in any one fiscal year.

(c) That all allocations by the Highway Commission will be made subject to the execution of appropriate agreements between the Department and the local agency relative to the handling and accounting of funds and all other phases of the project. The above agreements shall specify that work in which state funds participate shall be done by contract. They shall also include such matters as whether the preliminary and construction engineering, acquisition of rights-of-way, and advertising and award of contract are to be done by the Department or the local agency.

(d) That the original state allocation to any project in any fiscal year (not to exceed \$500,000 per agency per year) will be based on the estimated cost of eligible construction work, plus engineering and contingencies, included in the approved project applications submitted on or before March 1, provided however, that state funds may not be used to finance any work performed prior to initial Commission approval of the agency's application.

(e) That applications received subsequent to the March 1 deadline for any fiscal year's program will not be considered until the program for the following fiscal year is prepared, and that such applications will be considered at that time for possible inclusion in the new list established for that fiscal year.

(f) That reductions in apportionments (savings) by reason of decreases in estimated costs or by reason of favorable construction bids shall be available for reallocation for the financing of similar projects immediately following contract award; that reductions in apportionments (savings) by reason of decreased costs due to reduced quantities or the elimination of contract items of work during construction shall be available for reallocation, as provided above, upon final payment of the State's share of the construction and engineering costs.

(g) That a supplemental apportionment may be made in May each year to cover the State's share in the overrun or increased costs of any approved project resulting from less favorable construction bids or costs, providing a valid application is received by the Department on or before the preceding March 1. In this instance, the value of the "overrun or increased cost" on any project will be determined as representing the difference between the preliminary estimate of eligible construction work, plus engineering and contingencies approved by the Department at time of project advertising and the final cost of eligible construction work and engineering.


The total of all apportionments to any city or county, including supplemental apportionments, shall not exceed \$500,000 in any fiscal year.

The resolution of the Commission regarding the subject matter hereof, adopted on June 22, 1967, is hereby rescinded.

Resolution moved by Commissioner Jennings
Seconded by Commissioner Lee
Passed.
Ayes: Cristina, Herdman, Jennings, Lee, Munger,
Pope, Roberts
Noes: None
Absent: None

And I further certify that the foregoing resolution was presented to the California Highway Commission and was approved by them on February 21, 1969.

ATTEST


ROBERT T. MARTIN
Assistant Secretary
California Highway Commission

35677 → County of Santa Clara
LOCAL AGENCY-STATE AGREEMENT NO. UE-69-11
FEDERAL-AID SECONDARY ROADS

04

Santa Clara

District

County

URBAN EXTENSION PROJECT 1015-3 (Unit IV)

CAPITOL EXPRESSWAY

MAY 13 1969

THIS AGREEMENT, made in duplicate this _____ day of _____, 19 69, by and between the County of Santa Clara and the City of San Jose, a political subdivisions of State of California, hereinafter referred to as "LOCAL AGENCY", and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, under the provisions of Section 143.3 of the California Streets and Highways Code, State Highway Funds may be allotted to cities or counties for the construction of city streets or county roads, on the urban extensions of Federal-aid Secondary highways; and

WHEREAS, LOCAL AGENCY has requested such an allocation for a specific project and the California Highway Commission has allocated funds for said project; and

WHEREAS, LOCAL AGENCY desires to enter into an agreement with STATE relative to the prosecution and maintenance of the project and the payment of the funds allocated; now

THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project" shall be constructed as provided in this agreement.
2. Construction work will be performed by contract. LOCAL AGENCY, or another public agency acting in behalf of LOCAL AGENCY will prepare the plans, specifications, and estimate, will award and administer the contract or contracts pursuant to the laws governing LOCAL AGENCY and will make all payments to contractors, and pay all other costs in connection with the contract or contracts.
3. No contract shall be advertised in advance of execution of this agreement and approval of the contract plans, specifications and engineer's estimate by STATE.

1- City of San Jose
1- State Div. of Highways
1- Public Works

4. The estimated cost of the project is as shown in Exhibit A hereto. A contract shall not be awarded for an amount in excess of said estimate nor in excess of the lowest regular bid received unless sufficient funds are available and both STATE and LOCAL AGENCY concur in in such award.

5. STATE shall be given access to the project and project records at any time for the purpose of verifying that the project is being or has been constructed in accordance with the approved contract plans and specifications. Such records shall be retained for a period of three years following completion of the project. If STATE, in its sole discretion, shall find that any portion of the project is not constructed in accordance with the approved contract plans and specifications, such portion of the project shall not be eligible for STATE participation.

ARTICLE II - Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by LOCAL AGENCY.

2. 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. LOCAL AGENCY shall pay from its funds the cost of acquiring rights of way and any costs which may arise out of right of way litigation, or from delays to the contractor because obstructions have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. LOCAL AGENCY will certify and/or furnish evidence to STATE 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.

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 supervision of construction, 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. Except as otherwise set forth herein, LOCAL AGENCY or LOCAL AGENCY'S consultant shall perform all engineering work.

4. State funds will participate only in those engineering costs incurred after the Highway Commission has approved the program to be included in the subsequent State Highway Budget to be adopted.

5. 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 equipment or other rental charges normally assessed projects financed with LOCAL AGENCY gas tax monies. Personnel expense may include an assessment to cover such things as vacation and sick leave reserves, payroll taxes, retirement allowances, and other fringe benefits. LOCAL AGENCY will contribute its administrative and overhead expenses not normally assessed projects financed with LOCAL AGENCY gas tax monies.

6. LOCAL AGENCY will upon demand deposit with STATE sufficient local monies to cover entire cost of any preliminary engineering to be performed by STATE. This will include cost of reviewing the project plans, specifications, and estimate. An assessment will be added to all direct labor costs of STATE in accordance with Section 8755.1 of the State Administrative Manual. Upon award of construction contract, costs of preliminary engineering eligible for State Highway Fund participation in accordance with paragraph 4 above will be taken into account in computing STATE'S share of project costs to be advanced in accordance with ARTICLE V, paragraph 3.

ARTICLE IV—Plans, Specifications and Engineer's Estimate

1. LOCAL AGENCY will submit three prints of the complete plans and three complete drafts of the specifications and the Engineer's Estimate to STATE, sufficiently in advance of the proposed advertising date to permit thorough review and adjustment of any 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. The Legislature and the Governor of the State of California, have prescribed certain employment practices with respect to contract and other work financed with State funds. LOCAL AGENCY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by LOCAL AGENCY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

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

ARTICLE V—Funds

1. All expenditures incurred by LOCAL AGENCY prior to approval of the project by the California Highway Commission shall not be considered as 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 percent (80%) of 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 LOCAL AGENCY upon award of the contract. The remainder of 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 LOCAL AGENCY in the form prescribed by STATE.

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 STATE in excess of STATE'S share of the actual cost of the contract or appurtenant items shall be refunded to STATE upon demand. Any amounts found due LOCAL AGENCY will be paid to LOCAL AGENCY upon receipt of LOCAL AGENCY'S bills.

5. Funds deposited with STATE by LOCAL AGENCY to cover the cost of work to be done by STATE but not expended, will be refunded to LOCAL AGENCY.

6. LOCAL AGENCY shall maintain accurate and detailed records of costs for this project. Such records shall be available to STATE'S auditors for a period of three years following project completion.

ARTICLE VI—Maintenance

Upon completion and acceptance of the contract, maintenance of the improvement shall become the responsibility of LOCAL AGENCY. LOCAL AGENCY agrees to maintain the improvement in good condition, preserving not only the general physical features of the roadway, roadside 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 STATE. Access rights acquired for the project are considered to be included in the aforementioned safety features. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, and that LOCAL AGENCY has not taken steps to remedy the conditions complained of to STATE'S satisfaction, STATE may withhold approval of further Federal-aid Secondary Urban Extension projects of LOCAL AGENCY until the project shall have been put in a condition of maintenance satisfactory to STATE.

ARTICLE VII—Records to be Furnished

1. Upon receipt of satisfactory bids from contractors, LOCAL AGENCY shall furnish STATE four copies of the letter or other instrument 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 LOCAL AGENCY will prepare and file with STATE four copies of a final report similar in context to those prepared for State Highway projects. Said report shall include a certification that the project has been constructed in conformance with the approved plans and specifications.

ARTICLE VIII-Miscellaneous Provisions

1. (a) Neither STATE 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 LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL AGENCY shall fully indemnify and hold STATE 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 LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement.

(b) Neither LOCAL AGENCY 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 STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold LOCAL AGENCY 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 STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement.

2. In the event that the project is approved on a stage construction basis, LOCAL AGENCY shall complete the project to its final stage, with or without State aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. If, within one year after receipt of notice from STATE that in STATE'S opinion conditions warrant construction of a subsequent stage LOCAL AGENCY has not taken steps to STATE'S satisfaction to undertake said construction, STATE may withhold approval of further Federal-aid Secondary Urban Extension projects of LOCAL AGENCY until such steps are taken. Should the work covered by this agreement involve a bridge without approaches, within two (2) years after completion of the bridge LOCAL AGENCY shall cause such approaches to be constructed, with or without State aid, to design standards acceptable to STATE. Approaches or other stages added to a project shall be subject to the provisions of ARTICLE VI, Maintenance, whether or not STATE has participated in their cost.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J.A. LEGARRA
State Highway Engineer

By _____
Deputy State Highway Engineer

Approval Recommended:

DEPUTY _____
District Engineer

City and County Projects Engineer

Approved as to Form and Procedure:

Attorney, Department of Public Works

Santa Clara County

(Local Agency)

By _____
Chairman of the Board of Supervisors

City of San Jose

(Local Agency)

By _____
Vice Mayor

And By _____
Manager

ATTEST:

City Clerk

APPROVED AS TO FORM

Allen R. Hope
DEPUTY COUNTY COUNSEL

LOCAL AGENCY-STATE AGREEMENT
EXHIBIT A

ARTICLE IX-Project Location and description of work proposed:

On the urban extension of Federal-aid Secondary Route 1015 in the County of Santa Clara and in the City of San Jose, CAPITOL EXPRESSWAY, between 0.1 mile south of Story Road and State Route 680 (Future). Construct 4-lane divided road by grading, placing base and paving. Install traffic signals and lighting.

ARTICLE X-Proposed Project funding:

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

Contract Items	\$600,000
Contingencies	30,000
Subtotal	\$630,000
Engineering	114,000
Total estimated project cost	\$744,000

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

State Highway Funds (Section 143.3 S&H Code)

*Remaining amount + allocated to City of San Jose	\$186,000
*Remaining amount + allocated to County of Santa Clara	186,000
Local Agency Funds	372,000
Total estimated project cost	\$744,000

*Note

The total allocation of Section 143.3 funds for the City of San Jose and the County of Santa Clara in the 1968-69 FY was \$1,000,000. This total can not be exceeded on the overall UE-1015-3 project when final reports are submitted.

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.

ARTICLE XI - Special Covenants:

1. In accordance with Article V, Paragraph 1, State Highway Funds will participate in eligible costs incurred subsequent to August 17, 1967.

2. 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.

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 workforce 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.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

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 above Fair Employment Practices requirements.

Signature of Bidder

Business Address

Place of Residence

RESOLUTION NO. 35677

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 CAPITAL EXPRESSWAY BETWEEN 0.1 MILE SOUTH OF STORY ROAD AND STATE ROUTE 680.

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 69-12 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 0.1 mile South of Story Road and State Route 680, hereinafter called the Project, that is, \$372,000.00, or one-half of 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; that the Local Agency shall acquire the necessary rights 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 19th day of May, 1969, by

the following vote:

AYES:	Councilmen -	Colla, Fischer, Miller, Shaffer, Solarl and Mineta
NOES:	Councilmen -	None
ABSENT:	Councilmen -	James

Norman Y. Mineta

Vice-Mayor
Norman Y. Mineta

ATTEST:

Francis L. Greiner

City Clerk
Francis L. Greiner

The attached is a full, true and correct
copy of the original now on file in
my office.

ATTEST:

Francis L. Greiner, City Clerk
of the City of San Jose, Calif.

By: *James C. Smith* Deputy

Dated: *May 20, 1969*

Form No. 170-40

Void if detached

3045
President
As 35676
BLS

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA RELATING
TO THE CAPITOL EXPRESSWAY BETWEEN 0.1
MILE SOUTH OF STORY ROAD TO STATE
ROUTE 680

AGREEMENT, made and entered into this MAY 13 1969 day of _____, 1969, 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. UEC69-12 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 0.1 mile south of Story Road to State Route 680 (hereinafter called the Project), that is \$372,000.00 - provided that the total allocation of Section 143.3 funds for the City of San Jose and the County of Santa Clara in the 1968-69 fiscal year shall not exceed \$1,000,000.00, 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 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

3-San Jose
1-Public Works

MAY 13 1969

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. County shall hold City harmless from all liability arising in connection with construction of the Project.

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

APPROVED AS TO FORM:

Donald M. Rains
Deputy City Attorney
DIVISION CHIEF

ATTEST:

Francis C. Rains

ATTEST:

Donald M. Rains
Clerk of the Board of Supervisors
Donald M. Rains
Assistant Clerk
Board of Supervisors

APPROVED AS TO FORM:

Allan R. Rains
Assistant/Deputy County Counsel

CITY OF SAN JOSE, a municipal corporation

By Wm. J. Rains
Vice-Mayor

A. P. HARRIS

And A. P. Harris
City Manager

"City"

COUNTY OF SANTA CLARA

By Ed. J. Rains
Chairman, Board of Supervisors

"County"

505
8

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA AUTHORIZING
EXECUTION OF AGREEMENT WITH THE STATE OF
CALIFORNIA RELATING TO URBAN EXTENSION
FUNDS FOR CONSTRUCTION OF CAPITOL EXPRESSWAY

WHEREAS, the County of Santa Clara, acting in accordance with Streets and Highways Code section 143.3, has requested State of California for an allocation of State Highway Funds to be used in constructing Capitol Expressway (UE Project #1015-3, Unit IV); and

WHEREAS, State of California has made the requested allocation and has forwarded to County for execution an agreement entitled "Local Agency-State Agreement No. UE-69-12, Federal-Aid Secondary Roads";

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Santa Clara, State of California hereby authorizes and directs its Chairman to execute the aforementioned "Local Agency-State Agreement No. UE-69-12" on behalf of Santa Clara County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on MAY 13 1969, by the following vote:

AYES : Supervisors ~~Melendez~~ Sanchez ~~Calvo~~ Cortese

NOES : Supervisors NONE

ABSENT: Supervisors Mehrkens Quinn

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Donald M. Rains
Donald M. Rains
Assistant Clerk
Board of Supervisors

Chairman, Board of Supervisors

APPROVED AS TO FORM:

Alba R. Lopez
Deputy County Counsel

ARS:bc
4/28/69

1-City of San Jose
1-Staff Dir. of Hwys
1-Public Works

FPP:DCA:1b-B
5/19/69

RESOLUTION NO. 35676

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 AND THE COUNTY OF SANTA CLARA RELATING TO THE CAPITOL EXPRESSWAY BETWEEN 0.1 MILE SOUTH OF STORY ROAD AND STATE ROUTE 680.

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 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), namely, "Agreement Between the City of San Jose and the County of Santa Clara Relating to the Capitol Expressway Between 0.1 Mile South of Story Road to State Route 680", a copy of which said agreement 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 that in the event City enters into and executes an agreement, namely, "Local Agency-State Agreement No. UE 69-12 Federal-Aid Secondary Roads" (hereinafter called Local Agency Agreement), County agrees to bear all the costs and perform all the duties required to be borne and performed by City and County under the

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:

Francis L. Greiner, City Clerk
of the City of San Jose, Calif.

By: Donald C. Smith Deputy

Dated: May 20, 1969

Form No. 170-40

of May, 1969, by

Colla, Fischer, Miller, Shaffer, Solari
and Mineta
None

James

Norman Y. Mineta
Vice-Mayor
Norman Y. Mineta

Void if detached

SAN JOSE AND THE COUNTY OF SANTA CLARA RELAT-
ING TO THE CAPITOL EXPRESSWAY BETWEEN 0.1 MILE
SOUTH OF STORY ROAD AND STATE ROUTE 680.

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 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), namely, "Agreement Between the City of San Jose and the County of Santa Clara Relating to the Capitol Expressway Between 0.1 Mile South of Story Road to State Route 680", a copy of which said agreement 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 that in the event City enters into and executes an agreement, namely, "Local Agency-State Agreement No. UE 69-12 Federal-Aid Secondary Roads" (hereinafter called Local Agency Agreement), County agrees to bear all the costs and perform all the duties required to be borne and performed by City and County under the said Local Agency Agreement.

ADOPTED this 19th day of May, 1969, by
the following vote:

AYES: Councilmen -

Colla, Fischer, Miller, Shaffer, Solari
and Mineta

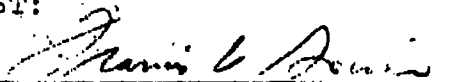
NOES: Councilmen -

None

ABSENT: Councilmen -

James

ATTEST:


City Clerk
Francis L. Greiner

Vice- Mayor
Norman Y. Mineta

County of Santa Clara
California

TRANSMITTAL MEMORANDUM

S.D. 2

DATE: May 9, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF May 20, 1969

FROM: MONTINI, DESIGN, PUBLIC WORKS

TITLE: AGREEMENT BETWEEN CITY OF SAN JOSE AND COUNTY OF SANTA CLARA
ON CAPITOL EXPRESSWAY BETWEEN STORY ROAD AND STATE ROUTE 680

DESCRIPTION:

This agreement provides 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.

LM:WS:vlh

attachments.

APPROVED: James T. Pott

JAMES T. POTT, COUNTY ENGINEER

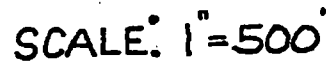
PAGE 1 of 1

AGENDA DATA

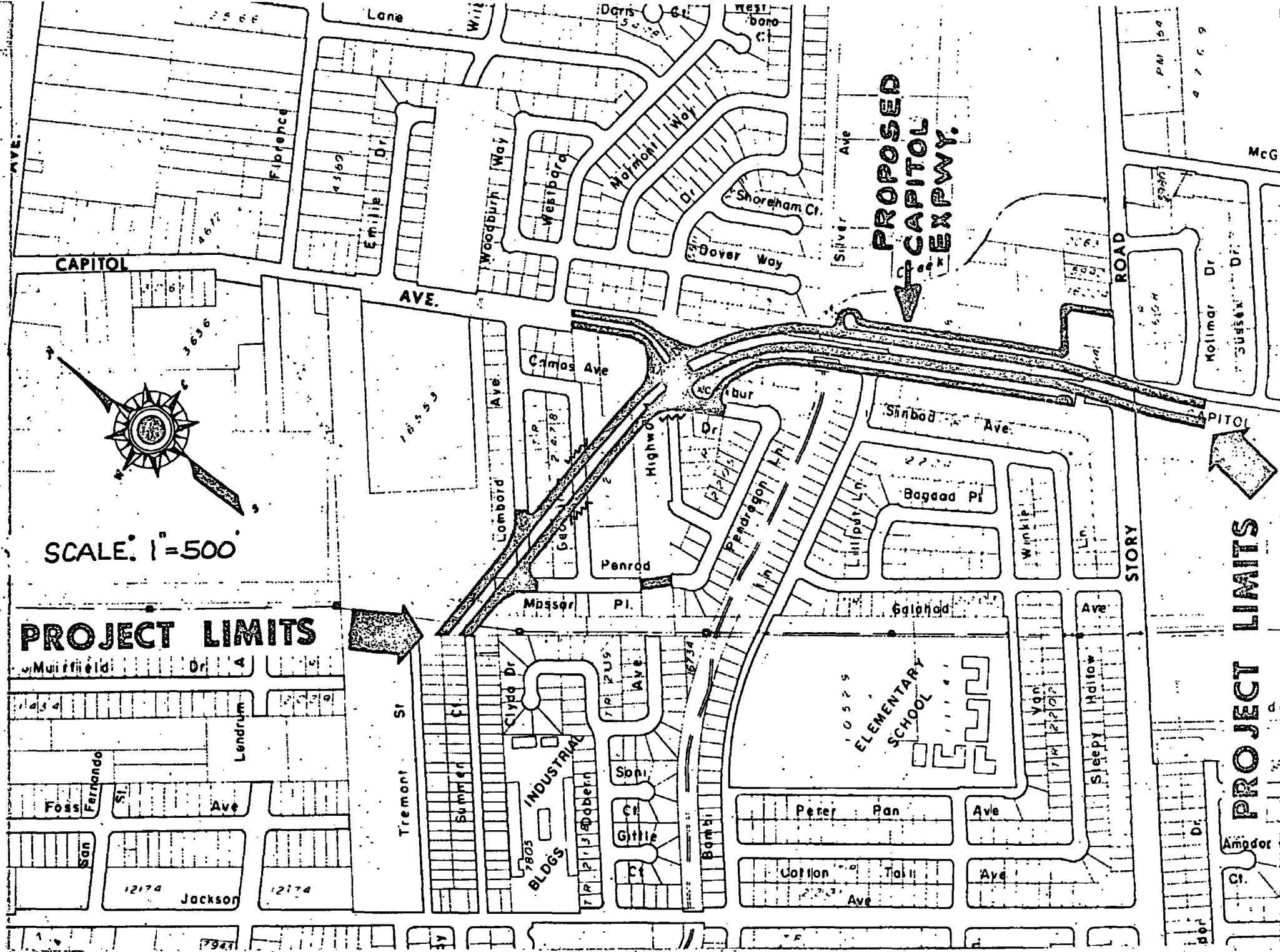
DATE: _____

ITEM NO: _____

BOARD ACTION _____



PROJECT LIMITS



memorandum

Pending City -
Cities 58



TO	Attn: Wolfgang Schroeder Public Works Department	FROM	Donald M. Rains, Asst. Clerk Board of Supervisors	
SUBJ	LOCAL AGENCY-STATE AGREEMENT NO. UE-69-12 btw City of San Jose, County of Santa Clara, and State of California relative to Capitol Expressway btw 0.1 mile south of Story Road and State Route 680		DATE	May 13, 1969

X re # 8

In accordance with the request of the Public Works Department, we are attaching the following documents approved by the Board of Supervisors on May 13, 1969:

- 1) 5 copies (4 of which are signed by Chairman of the Board) of Local Agency-State Agreement No. UE-69-12;
- 2) 5 certified copies of Resolution of the Board of Supervisors authorizing execution of said Agreement (No. UE-69-12);
- 3) 4 copies (3 of which are signed by the Chairman of the Board) of Agreement btw the City of San Jose and the County relating to Local Agency-State Agreement No. UE-69-12.

It is our understanding that these documents are to be hand-carried to the City of San Jose and the California State Division of Highways, and that a fully executed copy of each Agreement will be returned to this office for our files.

DMR:kb
Attachments as listed above.

memorandum

*Pending Signature
State*



TO	Attn: Wolfgang Schroeder Public Works Department	FROM	Donald M. Rains, Asst. Clerk Board of Supervisors	
SUBJ	LOCAL AGENCY-STATE AGREEMENT NO. UE-69-12 btw City of San Jose, County of Santa Clara, and State of California relative to Capitol Expressway btw 0.1 mile south of Story Road and State Route 680		DATE	May 13, 1969

8.

In accordance with the request of the Public Works Department, we are attaching the following documents approved by the Board of Supervisors on May 13, 1969:

- 1) 5 copies (4 of which are signed by Chairman of the Board) of Local Agency-State Agreement No. UE-69-12;
- 2) 5 certified copies of Resolution of the Board of Supervisors authorizing execution of said Agreement (No. UE-69-12);
- 3) 4 copies (3 of which are signed by the Chairman of the Board) of Agreement btw the City of San Jose and the County relating to Local Agency-State Agreement No. UE-69-12.

It is our understanding that these documents are to be hand-carried to the City of San Jose and the California State Division of Highways, and that a fully executed copy of each Agreement will be returned to this office for our files.

DMR:kb
Attachments as listed above.

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 2

DATE: May 2, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF May 13, 1969

FROM: MONTINI, DESIGN, PUBLIC WORKS

TITLE: LOCAL AGENCY AGREEMENT UE-69-12 BETWEEN STATE OF CALIFORNIA,
CITY OF SAN JOSE AND COUNTY OF SANTA CLARA ON CAPITOL
EXPRESSWAY BETWEEN STORY ROAD AND STATE ROUTE 680

DESCRIPTION:

Submitted are four (4) copies of the Local Agency Agreement and the Resolution authorizing execution of the agreement on the Capitol Expressway improvement project.

Availability of State funds is based on awarding a contract not later than June 26, 1969.

Approval is recommended.

After execution please send the original and three (3) copies to the Dept. of Public Works, Attention: W. Schroeder.

The executed documents will be hand-carried to the City of San Jose and the California State Division of Highways.

LM:WS:vlh

attachments

APPROVED:

James T. Pott
JAMES T. POTT, COUNTY ENGINEER

PAGE 1 of 1

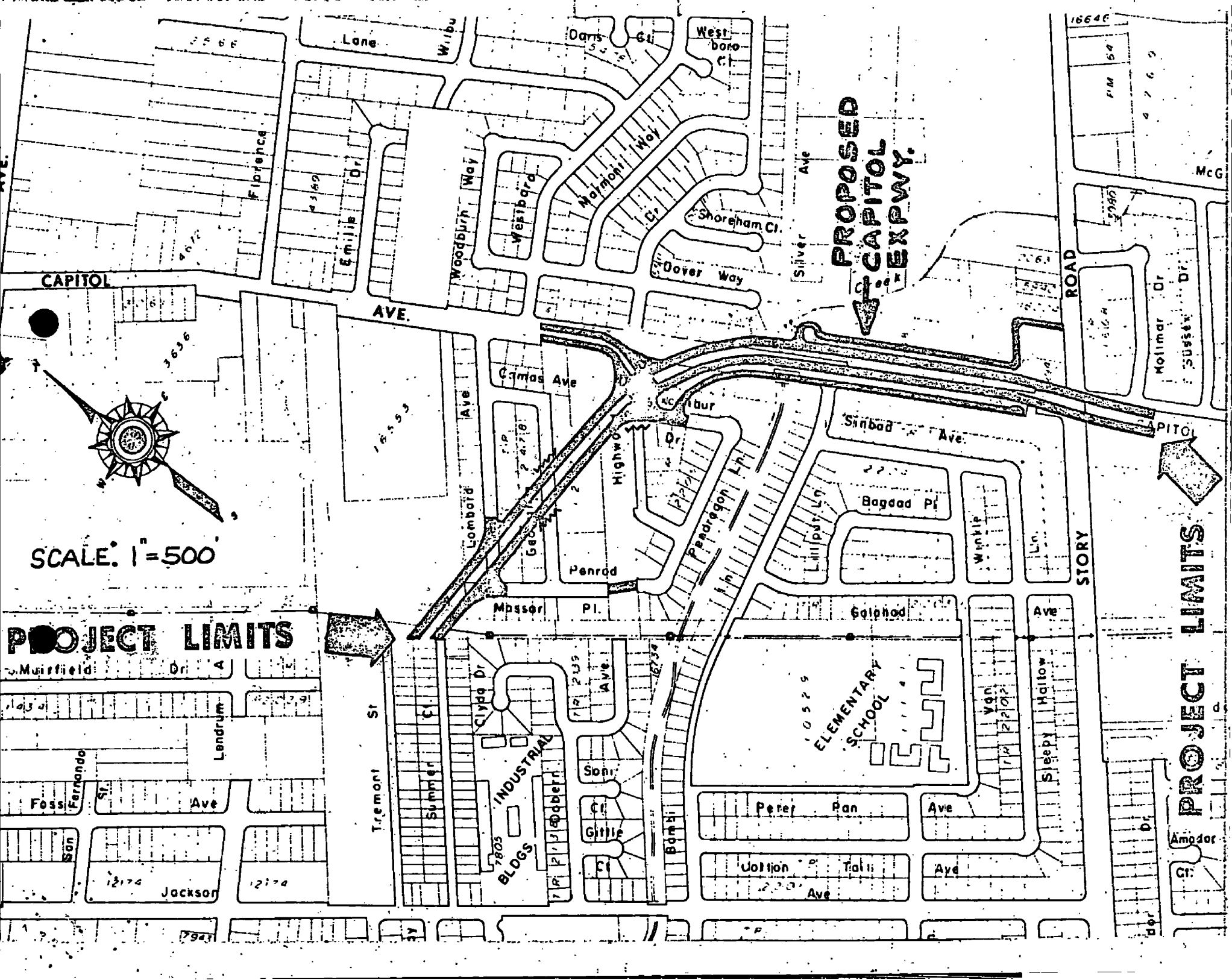
AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

MAY 13 1969



SCALE: 1"=500'

PROJECT LIMITS

**PROPOSED
CAPITOL
EXPWY.**

PROJECT LIMITS

**ELEMENTARY
SCHOOL**

**INDUSTRIAL
BLOCS**

CAPITOL



Sinbad Ave

Bagdad Pl

Galahad

Peter Pan Ave

Uolition Ave

Ave

Sleepy Hollow

STORY

ROAD

Amador Ct

Dr

Dr

Dr

Dr

Dr

Dr

Dr

Dr

Dr

Dr

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Dr

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