

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT IV
150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA
UN DERHILL 3-0222

*Roads Conts + Agmts
Cost Sharing -
Story Rd - Tully Rd -
San Antonio Rd
State Div of Highways*

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3366, RINCON ANNEX
SAN FRANCISCO 19

August 5, 1952

PLEASE REFER
TO FILE NO.

IV-SC1-68-SJs, C
SC1 Co. Coop. Proj. #7

Mr. E. T. McGehee
County Clerk of Santa Clara County
Room 21, Court House
San Jose 13, California

*Story Rd #32
up Tully "
shw San Antonio St
Chandler*

Attention: Mr. Richard Olson

Dear Sir:

Transmitted herewith for the County's files is a fully executed copy of supplemental County-State cooperative agreement providing for joint financing of signal and lighting installations on Bayshore Highway, State Highway Route 68, at San Antonio Street, Story Road, and Tully Road.

The attached agreement, executed by the County of Santa Clara on July 7, 1952, and by the State on July 29, 1952, supplements a previous agreement executed by the County on December 10, 1951, and by the State on April 9, 1952. The change made consists of providing a lump sum contribution for the County's share rather than a percentage of actual cost as provided in the original agreement.

The signal and lighting installations will be accomplished under contract under supervision of the State.

Maintenance of the completed installations will be in accordance with the Maintenance Agreement entered into between the County and the State on October 23, 1950.

Very truly yours,

B. W. Booker
Assistant State Highway Engineer

By *Allen M. Fortney*
Allen M. Fortney
Assistant City & County
Cooperative Projects Engineer

cc - Mr. R. B. Chandler
Road Commissioner

SUPPLEMENTAL AGREEMENT

1 The County of Santa Clara, a political subdivision
2 of the State of California, hereinafter referred to as "COUNTY",
3 and the State of California acting by and through its Department
4 of Public Works, Division of Highways, hereinafter referred to
5 as "STATE", do hereby enter into the following agreement:

6 WHEREAS, the parties hereto did enter into a co-
7 operative agreement executed by County December 10, 1951, and by
8 State April 9, 1952, to provide for the installation of traffic
9 control signals, flashing beacons, and channelization at the
10 intersections of San Antonio Street, Story Road, and Tully Road
11 with Bayshore Highway, State Highway Route 68, all in the
12 County of Santa Clara, and to specify the proportionate share of
13 the engineering, inspection, and construction costs to be borne
14 by County and by State; and

15 WHEREAS, it has been determined that the probable
16 total cost of the installations hereinbefore set forth will
17 exceed that estimated total cost used to determine County's share
18 of FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$14,700.00) set forth
19 in Section II of said cooperative agreement; and

20 WHEREAS, certain conditions have arisen which would
21 make inequitable the distribution of cost between State and
22 County as set forth in Section I, Paragraph (b), and in Section II,
23 Paragraph (a), of said cooperative agreement; and

24 WHEREAS, it is mutually desired to rectify said condi-
25 tions by revising the method of payment by State and by County
26 for said installations;

27 NOW, THEREFORE, IT IS MUTUALLY AGREED to revise
28 Section I and Section II of said cooperative agreement as follows:

SECTION I

29 For and in consideration of the covenants and conditions
30 to be kept and performed by County, as set forth hereinafter,
31

1 State agrees as follows:

2 (a) To furnish all necessary materials for the construc-
3 tion of left turn storage lanes, advance warning flashing
4 beacons, and three-phase traffic-actuated traffic control
5 signals at the intersections of San Antonio Street and Story
6 Road with Bayshore Highway, and the installation of flashing
7 beacons at the intersection of Tully Road with Bayshore Highway,
8 the work to be performed by contract under supervision of the
9 State.

10 (b) To bear the entire cost of preparation of plans
11 and specifications; the entire cost of grading and paving,
12 and the construction of left turn storage lanes and channeliza-
13 tion; and the State's share of the total cost, including
14 construction engineering and inspection, of installing the
15 traffic control signals and flashing beacons hereinbefore men-
16 tioned, such share to be a lump sum amount consisting of the
17 difference between the actual cost and County's share, herein-
18 after set forth.

19 SECTION II

20 For and in consideration of the covenants and the
21 conditions to be kept and performed by State, as set forth in
22 this agreement, County agrees as follows:

23 (a) To reimburse State promptly, upon rendition of a
24 statement therefor, for County's share of total cost, including
25 construction engineering and inspection, of installing traffic
26 control signals and flashing beacons hereinbefore mentioned,
27 such share to consist of the sum of the following:

28 (1) County's share of the cost of installing said
29 traffic control signals and flashing beacons, being a lump sum
30 of THIRTEEN THOUSAND ONE HUNDRED AND SIXTY EIGHT DOLLARS
31 (\$13,168.00); and

(2) County's share of construction engineering and

DIVISION OF HIGHWAYS
SACRAMENTO
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1 inspection costs for installing said traffic control signals and
2 flashing beacons, such share being a lump sum of ONE THOUSAND
3 FIVE HUNDRED AND EIGHTY TWO DOLLARS (\$1,582.00).

4 The total amount of County's share, as determined herein,
5 is FOURTEEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS
6 (\$14,750.00).

7 IT IS FURTHER AGREED that with the exception of the here-
8 inabove mentioned changes in Section I and Section II of said co-
9 operative agreement, all provisions of said cooperative agree-
10 ment shall remain in full force and effect.

11 IN WITNESS WHEREOF, the parties hereunto have caused this
12 agreement to be executed by their respective officers duly
13 authorized: County on the 7th day of July, 1952; and
14 State on the 29th day of July, 1952.

15 STATE OF CALIFORNIA
16 Department of Public Works

17 APPROVED:

18 FRANK B. DURKEE
19 Director of Public Works

20 W. M. Gillis
21 Deputy State Highway Engineer

22 By Russell S. Munro
23 RUSSELL S. MUNRO
24 Acting Deputy Director of Public Works

25 Approved as to Form and
26 Procedure:

27 COUNTY OF SANTA CLARA

28 Warren S. Mansueto
29 Attorney
30 Department of Public Works

31 By William J. Pfeiffer
Chairman of the Board of Supervisors

Approved as to Form and Procedure:

By _____

100-1-500

DIVISION OF HIGHWAYS
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July 7, 1952

Excerpt from minutes of July 7, 1952.

"On motion of Supervisor Campbell, seconded by Supervisor Wool, it is unanimously ordered that the Chairman of the Board be authorized to sign a "Supplemental Agreement" submitted by the State of California Department of Public Works providing for joint financing of installation of traffic control facilities at the intersections of San Antonio Street, Story Road, and Tully Road with Bayshore Highway, State Highway Route 68, in Santa Clara County."

ATTEST: E. T. MCGHEE, CLERK

By _____
Deputy Clerk of the Board

FILED

JUL 7 - 1952

E. T. MCGHEE, Clerk

BY _____

SECRET

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

DISTRICT IV

150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA
UNDERHILL 3-0222

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3368, RINCON ANNEX
SAN FRANCISCO 19

PLEASE REFER
TO FILE NO.

July 3, 1952

IV-SCL-68-SJs, C
SCL Co. Coop. Proj. #7

Mr. R. B. Chandler
Road Commissioner of Santa Clara County
Court House
San Jose, California

Dear Mr. Chandler:

Transmitted herewith are five duplicate copies of a proposed supplemental agreement between the County of Santa Clara and the State, providing for joint financing of installation of traffic control facilities at the intersections of San Antonio Street, Story Road, and Tully Road with Bayshore Highway, State Highway Route 68, in Santa Clara County.

The agreement presently in force, which provides for joint financing of the preceding-mentioned installations, is based on a distribution of cost between the County and the State in proportion to the number of legs of highways under their respective jurisdictions. On this basis, the County's share would be 1/4 of the cost at San Antonio Street, 1/2 of the cost at Story Road, and 1/2 of the cost at Tully Road.

Due to an error on the part of the low bidder in transposing an intended bid of \$15,700.00 for work at San Antonio Street, with a bid price of \$1,986.00 for work at Tully Road, a distribution of cost based on the bid as submitted would be inequitable to the County. Had the error not been made, the County's share of the cost of contract items only, would be \$13,168.00 instead of \$16,596.00 as bid.

In order to eliminate the obvious inequity to the County, the Department proposes to change the method of determining the County's share of the financing from the percentage basis provided in the agreement currently in effect, to a lump sum contribution based on bid prices adjusted to the correct items of work plus a lump sum for construction engineering and inspection, the latter being approximately 12% of the cost of contract items.

We trust that the new arrangement for financing will be satisfactory to the County, and request that four copies of the agreement be signed and returned to this office for completion of execution by the State. Also, please furnish three certified copies of a resolution adopted by the Board of Supervisors approving the agreement and authorizing its execution on behalf of the County.

Your cooperation in this matter will be appreciated.

Very truly yours,

B. W. Booker
Assistant State Highway Engineer
By *[Signature]*
District Engineer

[Handwritten initials]

July 8, 1952

Re: IV-SCI-68-SJS, C
SCI Co. Coop. Proj. #7

Mr. B. W. Booker
Asst State Highway Engineer
150 Oak Street
San Francisco 2, California

Att: J. P. Sinclair

Dear Sir:

Returned herewith please find four executed copies of supplemental agreement for traffic control facilities at intersections of San Antonio Street, Story Road, and Tully Road with Bayshore Highway.

Sincerely yours,

BOARD OF SUPERVISORS

E. T. McGEHEE, CLERK

By _____
Deputy Clerk of the Board

SUPPLEMENTAL AGREEMENT

1 The County of Santa Clara, a political subdivision
2 of the State of California, hereinafter referred to as "COUNTY",
3 and the State of California acting by and through its Department
4 of Public Works, Division of Highways, hereinafter referred to
5 as "STATE", do hereby enter into the following agreement:

6 WHEREAS, the parties hereto did enter into a co-
7 operative agreement executed by County December 10, 1951, and by
8 State April 9, 1952, to provide for the installation of traffic
9 control signals, flashing beacons, and channelization at the
10 intersections of San Antonio Street, Story Road, and Tully Road
11 with Bayshore Highway, State Highway Route 68, all in the
12 County of Santa Clara, and to specify the proportionate share of
13 the engineering, inspection, and construction costs to be borne
14 by County and by State; and

15 WHEREAS, it has been determined that the probable
16 total cost of the installations hereinbefore set forth will
17 exceed that estimated total cost used to determine County's share
18 of FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$14,700.00) set forth
19 in Section II of said cooperative agreement; and

20 WHEREAS, certain conditions have arisen which would
21 make inequitable the distribution of cost between State and
22 County as set forth in Section I, Paragraph (b), and in Section II,
23 Paragraph (a), of said cooperative agreement; and

24 WHEREAS, it is mutually desired to rectify said condi-
25 tions by revising the method of payment by State and by County
26 for said installations;

27 NOW, THEREFORE, IT IS MUTUALLY AGREED to revise
28 Section I and Section II of said cooperative agreement as follows:

SECTION I

29 For and in consideration of the covenants and conditions
30 to be kept and performed by County, as set forth hereinafter,
31

1 State agrees as follows:

2 (a) To furnish all necessary materials for the construc-
3 tion of left turn storage lanes, advance warning flashing
4 beacons, and three-phase traffic-actuated traffic control
5 signals at the intersections of San Antonio Street and Story
6 Road with Bayshore Highway, and the installation of flashing
7 beacons at the intersection of Tully Road with Bayshore Highway,
8 the work to be performed by contract under supervision of the
9 State.

10 (b) To bear the entire cost of preparation of plans
11 and specifications; the entire cost of grading and paving,
12 and the construction of left turn storage lanes and channeliza-
13 tion; and the State's share of the total cost, including
14 construction engineering and inspection, of installing the
15 traffic control signals and flashing beacons hereinbefore men-
16 tioned, such share to be a lump sum amount consisting of the
17 difference between the actual cost and County's share, hereina-
18 after set forth.

19 SECTION II

20 For and in consideration of the covenants and the
21 conditions to be kept and performed by State, as set forth in
22 this agreement, County agrees as follows:

23 (a) To reimburse State promptly, upon rendition of a
24 statement therefor, for County's share of total cost, including
25 construction engineering and inspection, of installing traffic
26 control signals and flashing beacons hereinbefore mentioned,
27 such share to consist of the sum of the following:

28 (1) County's share of the cost of installing said
29 traffic control signals and flashing beacons, being a lump sum
30 of THIRTEEN THOUSAND ONE HUNDRED AND SIXTY EIGHT DOLLARS
31 (\$13,168.00); and

(2) County's share of construction engineering and

1 inspection costs for installing said traffic control signals and
2 flashing beacons, such share being a lump sum of ONE THOUSAND
3 FIVE HUNDRED AND EIGHTY TWO DOLLARS (\$1,582.00).

4 The total amount of County's share, as determined herein,
5 is FOURTEEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS
6 (\$14,750.00).

7 IT IS FURTHER AGREED that with the exception of the here-
8 inabove mentioned changes in Section I and Section II of said co-
9 operative agreement, all provisions of said cooperative agree-
10 ment shall remain in full force and effect.

11 IN WITNESS WHEREOF, the parties hereunto have caused this
12 agreement to be executed by their respective officers duly
13 authorized: County on the 7th day of July, 1952; and
14 State on the _____ day of _____, 1952.

STATE OF CALIFORNIA
Department of Public Works

17 APPROVED:

FRANK B. DURKEE
Director of Public Works

18 _____
19 State Highway Engineer

By William S. Pfeiffer

22 Approved as to Form and
23 Procedure:

COUNTY OF SANTA CLARA

24 _____
25 Attorney
26 Department of Public Works

By William S. Pfeiffer
Chairman of the Board of Supervisors

27 Approved as to Form and Procedure:

28 By _____
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STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT IV
150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3366, RINCON ANNEX
SAN FRANCISCO 19

April 14, 1952

PLEASE REFER
TO FILE NO.

IV-SC1-68-SJs, C
SC1 Co.Coop.Proj.#7

Mr. E. T. McGehee
County Clerk of Santa Clara County
Court House
San Jose, California

Attention: Mr. Richard Olson

Dear Sir:

Transmitted herewith is the fully executed original copy of a cooperative agreement between the County of Santa Clara and the State providing for joint financing of the following work:

1. Bayshore Highway, at San Antonio Street. - Install traffic signals and advance warning flashers.
2. Bayshore Highway at Story Road. - Install traffic signals and advance warning flashers.
3. Bayshore Highway at Tully Road. - Install advance warning flashers and flashing beacons.

The work is to be done by contract under supervision of the State.

The agreement was executed by the County on December 10, 1951, and by the State on April 9, 1952. After execution by the County, the agreement was transmitted to this office with your letter of December 11, 1951.

Very truly yours,

B. W. Booker
Assistant State Highway Engineer

By *F. W. Montell*
F. W. Montell
Assistant District Engineer
City & County Cooperative Projects

cc - Mr. R.B.Chandler
Road Commissioner

A G R E E M E N T

1 The County of Santa Clara, a political subdivision of the
2 State of California, hereinafter referred to as County, and the
3 State of California, Department of Public Works, Division of High-
4 ways, hereinafter referred to as State, do enter into the following
5 agreement;

6 Whereas, County and State contemplate the installation of
7 traffic control signals, flashing beacons and channelization at the
8 intersections of San Antonio Street, Story Road and Tully Road with
9 Bayshore Highway, State Highway Route 68, all in the County of
10 Santa Clara;

11 Whereas, it is desired to specify the proportionate share of
12 the engineering, inspection and construction costs to be borne by
13 County and State;

14 Now, Therefore, It Is Agreed As Follows:

SECTION I

15
16 For and in consideration of the covenants and conditions to be
17 kept and performed by County as set forth hereinafter, State agrees
18 as follows:

19 (a) To furnish all necessary materials for the construction of
20 left turn storage lanes, advance warning flashing beacons and three-
21 phase traffic actuated traffic control signals at the intersections
22 of San Antonio Street and Story Road with Bayshore Highway and the
23 installation of flashing beacons at the intersection of Tully Road
24 with Bayshore Highway, the work to be performed by contract under
25 the supervision of the State;

26 (b) To bear the entire cost of preparation of plans and speci-
27 fications, grading, paving and the construction of left turn lanes
28 and channelization, the State's share of the total cost, including
29 construction engineering and inspection, of installing the traffic
30 control signals and flashing beacons hereinbefore mentioned such
31 share to be an amount bearing the same proportion to the total cost

Vestberg

1 of said traffic control signals and flashing beacons as the number
2 of legs of highway under jurisdiction of State which enter the
3 intersections involved, namely two each, bears to the total number
4 of highways entering the intersections, namely four each.

5 SECTION II

6 For and in consideration of the covenants and the conditions
7 to be kept and performed by State, as set forth in this agreement
8 County agrees as follows:

9 (a) To reimburse State promptly upon rendition of a statement
10 therefor, County's share of total cost, including construction
11 engineering and inspection, of installing traffic control signals
12 and flashing beacons hereinbefore mentioned, such share to be an
13 amount bearing the same proportion to the total cost of said
14 traffic control signals and flashing beacons as the number of legs
15 of highways under jurisdiction of County which enter the inter-
16 sections involved, San Antonio - one-half of two; Story Road, two;
17 Tully Road, two, bears to the total number of legs of highways
18 entering the intersections; namely, four.

19 It is estimated that the amount of County's share of instal-
20 lation of traffic control signals and flashing beacons hereinbefore
21 mentioned is Fourteen Thousand Seven Hundred Dollars (\$14,700.00)
22 being one-fourth of the total cost of installation of traffic con-
23 trol signals and flashing beacons at San Antonio Street; and, one-
24 half of the total cost of the installation of traffic control
25 signals and flashing beacons at Story Road and Tully Road. The
26 actual amount of County's share will be determined after the
27 traffic control signal and flashing beacon installation is completed.

28 SECTION III

29 The general maintenance and operation of signals shall be in
30 accordance with that certain Maintenance Agreement hereinbefore
31 entered into between the County and the State on October 23, 1950.

1 The State will maintain and operate the entire traffic control sig-
2 nal system as constructed.

3 In Witness Whereof, the parties hereunto have caused this
4 agreement to be executed by their respective officers duly authorized:
5 County on the 10th day of December 1951; and the State on
6 the 9th day of April 1952.

7
8 Approved:
W. M. Gillis
9 Deputy State Highway Engineer

STATE OF CALIFORNIA
Department of Public Works

10
11 Approved as to Form and
12 Procedure:
Steven J. Hande
13 Attorney
14 Department of Public Works

FRANK B. DURKEE
Director of Public Works

By *Russell S. Munro*
RUSSELL S. MUNRO, PRINCIPAL ATTORNEY

County of Santa Clara
By *William A. Wolfe*
Chairman of the Board of
Supervisors

Approved as to Form and
Procedure:

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STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT IV
180 OAK STREET
SAN FRANCISCO 2, CALIFORNIA

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3366, RINCON ANNEX
SAN FRANCISCO 19

December 3, 1951

PLEASE REFER
TO FILE NO.

Mr. R. B. Chandler
Road Commissioner
Santa Clara County Court House
San Jose, California

IV-SC1-68-SJs,C
Coop. Project #7

Dear Mr. Chandler:

We are transmitting herewith the original and five duplicate copies of a County-State Agreement, providing for the joint financing of the traffic control improvements at the intersections of San Antonio Street, Story Road and Tully Road all with State Highway Route 68, Bayshore Highway.

The proposed improvements and the distribution of the financing therefor were covered in our letter dated November 20, 1951. The approval of the County of Santa Clara was contained in a letter from the Board of Supervisors, dated November 27, 1951, and signed by R. Olson, Deputy Clerk.

If the agreement is satisfactory to the County, please have the original and four duplicate copies executed by the appropriate County officials and return them to this office with two certified copies of a resolution adopted by the Board of Supervisors, approving the agreement and authorizing its execution. The sixth copy of the agreement may be retained for the County's files pending return of the fully executed original.

Your cooperation in this matter will be appreciated.

Yours very truly

Jno. H. Skeggs
Assistant State Highway Engineer

Attach (6)

By F. W. Montell
F. W. Montell
Assistant District Engineer
City and County Cooperative Projects

FILED
DEC 10 1951

E. T. MCGEHEE, Clerk
BY _____ DEPUTY

c-10

December 11, 1951

Mr. Jno. H. Skeggs, Asst State Highway Engineer
State Division of Highways
150 Oak Street
San Francisco 2, California

Re: IV-SC1-69-SJs,C
Coop. Project #7

Att: F. W. Montell

Dear Mr. Skeggs:

Pursuant to your letter of December 3rd we are returning original and four duplicate copies of Agreement for the installation of traffic controls at the San Antonio Street, Story & Tully Roads intersections with the Bayshore Highway.

Enclosed are two copies of order authorizing the chairman to sign said agreements.

Sincerely yours,

BOARD OF SUPERVISORS

E. T. McGEHEE, CLERK

By _____
Deputy Clerk of the Board