

5-A

May 18, 1964

Ruth and Going
919 The Alameda
San Jose, California

Subject: Agreement with Ruth and Going
for Engineering Services, Almaden Expressway
Unit VI *Sen*

Dear Sirs:

Enclosed you will find a fully executed copy 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 the above date approved this agreement on behalf of the County. The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP;DMR: jc
Encl.

No. 3

#7

AGREEMENT FOR ENGINEERING SERVICES
ALMADEN EXPRESSWAY - UNIT VI

THE FOLLOWING is an agreement between the County of Santa Clara (hereinafter called "County") and Ruth and Going (hereinafter called "Engineer") for the performance of engineering services on the Almaden Expressway between 1000 feet southerly of Crown Boulevard and Harry Road.

WHEREAS, Engineer is a duly licensed and qualified engineer experienced in preparing plans for the construction of public highways; and

WHEREAS, it is the judgment of the Board of Supervisors of the County of Santa Clara that it is necessary and advisable to employ Engineer for such purposes in connection with the afore-said Expressway;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DUTIES AND COMPENSATION OF ENGINEER

Engineer agrees to fully complete the performance of the following services for County not later than ten (10) months after the date of execution of this agreement. For purposes of this agreement, one (1) month shall be thirty (30) consecutive calendar days.

A. Prepare right of way maps and documents

1. Make such field surveys as are necessary to determine the location of the boundaries of the property crossed by the Expressway right of way.
2. Reduce the survey notes taken in conjunction with the above surveys.

cc Plw
COUNSEL

MAY 18 1964
 Date _____
 APPROVED D/M
 RE: CE CC PC DPW FLD
 NO: _____ ABSTAINS: _____

(9m)

3. Prepare right of way strip maps in form recordable as records of survey. Said maps to be drawn to the scale of approximately 40 feet to the inch.
4. Be prepared to testify and to testify in court as to the nature of the survey work when required to do so in actions of eminent domain necessary to acquire the above rights of way.

Prior to the making of property surveys, County shall provide preliminary title reports covering those lands contained within the limits of the approximate plan lines of the proposed expressway. Engineer and County will arrange such schedule of right of way survey completion dates as will enable County to proceed at the earliest possible date with the acquisition of all rights of way whose actual boundaries are not dependent upon the completion of the final design.

Payment for the aforesaid right of way maps and documents together with testimony will be made in accordance with the schedule of rates as set forth in Exhibit "A," attached hereto and made a part hereof. Payment shall be made within thirty (30) days after the submission of monthly invoices covering said work. In the event of court appearances or preparation therefor, payment shall be made within thirty (30) days after the approval by the County Counsel of an invoice covering such court appearances or preparation.

B. Prepare design plans and estimates, including

1. Control line and cross section surveys.
2. The reduction of survey notes.
3. Complete plans and profiles, including typical sections, cross sections, layout sheets, grade sheets, and construction sheets for the roadway. Said plans shall conform to the standard plans and standards for roadway construction of the County of Santa Clara, Department of Public Works, and to the provisions contained in Part 7 and Part 8 of the State of California Department of Public Works, Division of Highways Planning Manual of Instructions. Plans are to be submitted drawn in pencil on vellum paper.
4. Complete plans, elevations, sections, camber diagrams, foundation plans, pile driving information, grade details, wing walls and revetment details for bridges, culverts, and/or grade separation structures. Design of structures shall be made in accord with the procedures outlined by County and/or in Volumes 1 and 2 of the State of California, Department of Public Works Division of Highways Bridge Planning and Design Manual.
5. Lighting, signing, and signalization plans, including phasing diagrams and stripping plans.
6. Estimated cost of construction based on quantity estimates conforming to the standard list of roadway project quantities as said list is contained in the County of Santa Clara, Department of Public Works' schedule of contract quantities and estimating prices shown on Exhibit "B" attached hereto and made a part hereof.

Twelve (12) copies of the complete plans and estimates shall be submitted to the Director of Public Works for final inspection and approval. The Director may request such modifications and adjustments as are deemed necessary by County; and Engineer shall, within sixty (60) days after receipt of a list of required modifications and adjustments, return to the Director one (1) copy of the plans, together with all tracings, profiles, cross sections, plats, estimates and descriptions modified and adjusted as required in said list.

II. COST OF PROJECT

Engineer shall make every effort possible, commensurate with good engineering practices, to design the expressway described herein pursuant to the list of quantities and estimated prices outlined in Exhibit "B", so the same may be constructed under the County Expressway Program, Phase I, for a sum not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) known as the estimated cost of the project.

III. COMPENSATION

County shall pay Engineer the sum of Forty-Eight Thousand Seven Hundred Ninety-Six Dollars ^(\$48,796.00) as and for the full and satisfactory performance of the work described in subparagraph B of paragraph I above. Said amount shall be hereinafter called the "Engineer's Fee" and is computed pursuant to the schedule of fees shown on Exhibit "C" attached hereto and made a part hereof. Any changes in the Engineer's fee shall be made in accordance with the rates contained in Exhibit "C".

Changes or modifications in the work to be done by Engineer hereunder may be required in writing by County from time to time. Changes or modifications shall be either (a) those made during the performance of this agreement or (b) those made after full and satisfactory performance of this agreement by Engineer.

Engineer agrees that any changes or modifications made under (b) shall be at the per diem rates shown in Exhibit "A". Engineer further agrees that changes or modifications made under (a) for all items of work fully and satisfactorily completed upon the date said changes or modifications are requested by County shall be made at the per diem rates shown in Exhibit "A"; and changes or modifications for any or all items of work not yet started by Engineer shall be compensated for by adding to or deducting from the estimated cost of the work the reasonable value of the services for said work, and Engineer's fee shall be adjusted accordingly. If County and Engineer fail to agree on the reasonable value of the services for said work, the additive or deductive amount shall be computed on the per diem rates as shown in Exhibit "A".

Changes or modifications in the work due to failure of the work to meet any standards or specifications referred to herein shall be deemed "corrections" and the same shall be made by Engineer at no cost or expense to County.

IV. PROGRESS PAYMENTS

Progress payments for the work to be performed under paragraph I-B shall be made as follows:

1. Twenty-five (25) percent of Engineer's fee thirty (30) days after approval of the Director of Public Works of the field notes of the completed control line and cross section surveys.
2. Twenty-five (25) percent of Engineer's fee thirty (30) days after the approval of the Director of Public Works of a map showing alignment, obstructions, and improvements, together with cross section sheets showing exact elevations and position of all ground shots taken.
3. Twenty-five (25) percent of Engineer's fee thirty (30)

days after acceptance of the aforesaid twelve (12) copies of plans submitted for final modification.

4. Twenty-five (25) percent of Engineer's fee thirty (30) days after full performance of all items of work, including all modifications, to the complete satisfaction of the Director of Public Works.

V. CONSULTATION WITH COUNTY OFFICIALS

During the preparation of the plans, Engineer shall render reports and hold meetings with authorized County officials as directed by the Director of Public Works for the purpose of reviewing the work and discussing the progress of plans.

VI. SUFFICIENCY OF ENGINEERING WORK

Engineer agrees that all work performed by Engineer or under his direction shall be adequate and sufficient to meet the purposes specified therefor, and shall be rendered to the satisfaction of County.

VII. LIST OF ASSOCIATES

Engineer agrees that the following is a complete list of other engineers and consultants with whom he intends to associate or to subcontract the work to be performed under this agreement:

NONE

VIII. TITLE TO DOCUMENTS

All maps, plans, designs, detailed drawings, records of survey, work data, and all other documents prepared by or under the direction of Engineer in the performance of this agreement shall immediately become the property of County.

IX. ENGINEER IS NOT AN EMPLOYEE OF COUNTY

It is understood that Engineer is not acting hereunder in any manner as an employee of County, but solely as an independent

contractor, and County shall not, under any circumstances, be liable to said Engineer or any person or persons acting for or under him, or any third persons for any death, injuries, or damage arising out of this agreement, and Engineer agrees to indemnify and hold County free and harmless therefor.

X. TERMINATION OF CONTRACT

A. County may terminate this agreement at any time without cause upon notice of discontinuance and termination of said agreement given in writing by County, or its authorized agents, to Engineer. Such notice shall be sufficient and complete when the same is deposited in the U.S. Mail, postage prepaid, addressed as follows:

Ruth and Going
919 The Alameda
San Jose, California

B. In the event of the abandonment or suspension of work for which engineering services have been performed under this agreement, or in the event of the termination of this agreement, Engineer, if requested to do so by County, shall stop work at the stage directed by County and shall deliver to County all data, and drawings, developed as of said stage, and County shall have the right to have such drawings and data completed by others. Engineer shall accept as full payment for services rendered and for all work to be done and performed hereunder or done and performed prior to the effective date hereof and in complete satisfaction of any and all claims against County accruing to Engineer by reason of the abandonment or suspension of the work or termination of said contract, all fees then due and owing for work performed in accordance with the fee schedule as set forth in Exhibit "A" of this agreement.

XI. ASSIGNMENT

This agreement shall not be assigned, nor shall any work to be performed hereunder by Engineer be assigned, without first obtaining the express written consent of the Board of Supervisors of County.

XII. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to the engineering services or work performed pursuant thereto, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers duly authorized: By COUNTY this MAY 18 1964, and by ENGINEER this MAY 18 1964.

COUNTY OF SANTA CLARA

By MJ Spangler
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Donald M. Rains

DONALD M. RAINS
Assistant Clerk Board of Supervisors

"COUNTY"

RUTH AND GOING

By R Clark Beck
R. CLARK BECK
Executive Manager

"ENGINEER"

EXHIBIT "A"

Due to variations in the problem encountered in surveying,
it is agreed that fees be as follows:

A. PER DIEM CHARGE RATES

1. Time - By classification of Personnel

(a)	Field Work	
	2-man party	\$22.00 per hour
	3-man party	31.00 per hour
	4-man party	40.00 per hour
(b)	Office Work	
	Consultation	20.00 per hour
	Project Engineers	15.00 per hour
	Assistant Engineers	13.00 per hour
	Senior Draftsmen	11.00 per hour
	Junior Draftsmen	9.00 per hour
	Stenographic	6.00 per hour
(c)	Litigation	
	Court Appearances	25.00 per hour
	Consultation and Preparation for Court Appearance or Other Legal Proceedings	20.00 per hour

2. Material and Transportation

Stakes, Monuments, Materials
and Blueprints at cost, plus
25%. Transportation at 0.15 per mile

Revision #1 - 10-24-61
Revision #2 - 11- 8-61
Revision #3 - 9-12-62
Revision #4 - 9-11-63

"EXHIBIT B"

CONTRACT QUANTITIES & ESTIMATING PRICES

ITEM	UNIT	UNIT PRICE
Clearing & Grubbing	Lump Sum	\$500.00/per acre
Roadway Excavation	Cubic Yards	1.00
Side Ditch Excavation	Cubic Yards	.70
Imported Borrow	Tons	.75
Aggregate Sub-base	Tons	2.00
Aggregate Base	Tons	2.25
Mineral Aggregate C.T. Base	Tons	2.25
Portland Cement	Bbls.	4.90
Asphalt Concrete	Tons	5.50
Furnishing & Placing PCC Pavt. 8" Thick (Not including Portland Cement)	Sq. Yd.	2.50
Furnishing & Placing PCC Pavt. 9" Thick (Not including Portland Cement)	Sq. Yd.	2.80
Filler Material	Tons	20.00
Sawing Trnsvse. Jts. PCC Pavt.	L. F.	.15
Tie Bars PCC Pavt.	Ea.	.30
SC #1 Liquid Asphalt	Tons	45.00
Asphalt Concrete Dikes	L. F.	.35
B 3 Island Curb-in place	L. F.	1.00

Curb & Gutter - in place	L. F.	\$ 1.75
Raised Traffic Bars	L. F.	2.00
Sand Backfill Islands	Tons	2.75
Concrete Sidewalks - in place 4" thick	Sq. Ft.	.40
Driveway Approaches - in place 6" thick	Sq. Ft.	.60
Furnishing & Install. Traffic Signals, Signs & Intersection Lighting	Lump Sum	20,000.00 per inter- section
Control of Traffic	Lump Sum	3,000.00 per mile of widened road
Clean Up	Lump Sum	1,500.00 per mile of finished road
Trench Excavation	Cubic Yards	1.35
Drop Inlets	Per Unit	175.00 Each
County Std. Manholes-24"	Per Unit	275.00 Each
County Std. Manholes -36"	Per Unit	325.00 Each
Type A Sanitary Manholes	Per Unit	275.00 Each
Flushing Inlets	Per Unit	90.00 Each
Adjust Manholes to Grade	Per Unit	50.00 Each
4" Vitrifified Clay Pipe	L. F.	2.50
6" Vitrifified Clay Pipe	L. F.	2.75
8" Vitrifified Clay Pipe	L. F.	3.75

8" Steel Pipe Dresser Cpld.	L. F.	6.25
10" Steel Pipe Dresser Cpld.	L. F.	6.90
12" Steel Pipe Dresser Cpld.	L. F.	7.50
8" Perforated Metal Pipe	L. F.	2.25
Underdrain Filter Material	Ton	4.00
12" RCP Class V	L. F.	4.50
15" RCP Class III	L. F.	5.50
18" RCP Class III	L. F.	6.50
18" RCP Class V	L. F.	7.00
24" RCP Class III	L. F.	9.00
24" RCP Class V	L. F.	10.00
30" RCP Class III	L. F.	11.00
30" RCP Class V	L. F.	12.00
36" RCP Class III	L. F.	13.50
36" RCP Classs V	L. F.	14.50
42" RCP Class III	L. F.	16.50
42" RCP Class V	L. F.	18.00
48" RCP Classs III	L. F.	20.00
48" RCP Class V	L. F.	22.00
54" RCP Class III	L. F.	25.00
54" RCP Class V	L. F.	28.50

60" RCP Class III	L. F.	32.50
60" RCP Class V	L. F.	36.50
12" Automatic Drainage Gate	Ea.	25.00
24" Automatic Drainage Gate	Ea.	80.00
30" Automatic Drainage Gate	Ea.	140.00
36" Automatic Drainage Gate	Ea.	200.00
42" Automatic Drainage Gate	Ea.	250.00
48" Automatic Drainage Gate	Ea.	370.00
54" Automatic Drainage Gate	Ea.	775.00
60" Automatic Drainage Gate	Ea.	1,000.00
8" CM Pipe 16 GA	L. F.	3.00
12" CM Pipe 16 GA	L. F.	4.50
18" CM Pipe 16 GA	L. F.	5.75
24" CM Pipe 16 GA	L. F.	8.00
24" CM Pipe 14 GA	L. F.	9.00
30" CM Pipe 14 GA	L. F.	10.50
36" CM Pipe 12 GA	L. F.	15.00
42" CM Pipe 12 GA	L. F.	18.00
48" CM Pipe 12 GA	L. F.	20.00
54" CM Pipe 10 GA	L. F.	25.00

60" CM Pipe 10 GA	L. F.	32.00
Structure excavation, small structure	C. Y.	4.00
Structure Excavation Bridge	C. Y.	4.00
Structure Backfill Bridge	C. Y.	4.00
Driving Concrete Piles Class I	Ea.	200.00
Driving Concrete Pile Class II	Ea.	180.00
Driving Steel Piles	Ea.	180.00
Driving Timber Piles	Ea.	100.00
Furnishing Concrete Piles Class I	L. F.	4.50
Furnishing Concrete Piles Class II	L. F.	4.25
Furnishing Steel Piles	L. F.	6.00
Furnishing Timber Piles	L. F.	2.00
Class A Concrete Bridges-in place (Tee Beam)	C. Y.	80.00
Class A Concrete Bridges-in place (Steel Girder)	C. Y.	55.00
Class A Concrete Culverts & Retaining Walls	C. Y.	75.00
Class A Concrete Minor Structures in place	C. Y.	100.00
Sacked Concrete Slope Protection	C. Y.	40.00
Bar Reinforcing Steel Bridges in place	Lbs.	.13
Bar Reinforcing Steel Culverts and Retaining Walls	Lbs.	.15

Bar Reinforcing Steel Minor Structures-in place	Lbs.	.17
Bar Reinforcing Steel PCC Pavt.	Lbs.	.15
Structural Steel Bridges	Lbs.	.17
Cleaning and Painting Structural Steel	L. S.	.015/lb.
Linear Feet of Metal Beam Bridge Railing in place	L. F.	6.50
Linear Feet of Metal Plate Guard Rail-in place	L. F.	3.50
Linear Feet of Barrier Railing in place	L. F.	12.00
Linear Feet of 3' Chain Link Fence in place	L. F.	1.25
Linear Feet of 4' Chain Link Fence in place	L. F.	1.50
Linear Feet of 6' Chain Link Fence in place	L. F.	1.75
Linear Feet of 8' Chain Link Fence in place	L. F.	2.75
Linear Feet of 10' Chain Link Fence in place	L. F.	4.00

EXHIBIT "C"

Schedule of Rates for
Determining Engineer's Fee

Estimated Cost of the Project
Not Including Rights-of-way

Fee Rate

Under	\$200,000.00	5.86%
\$200,000.00 to	\$500,000.00	5.50%
\$500,000.00 to	\$1,000,000.00	5.30% less 0.0160% for each \$10,000.00 Total Exceeds \$500,000.00 *
\$1,000,000.00 to	\$1,500,000.00	4.50% less 0.0064% for each \$10,000.00 Total Exceeds \$1,000,000.00
\$1,500,000.00 to	\$2,000,000.00	4.18% less 0.0036% for each \$10,000.00 Total exceeds \$1,500,000.00
\$2,000,000.00 to	\$2,500,000.00	4.00% less 0.0024% for each \$10,000.00 Total exceeds \$2,000,000.00
\$2,500,000.00 to	\$3,000,000.00	3.88% less 0.0022% for each \$10,000.00 Total exceeds \$2,500,000.00
\$3,000,000.00 to	\$4,000,000.00	3.77% less 0.0017% for each \$10,000.00 Total exceeds \$3,000,000.00
\$4,000,000.00 to	\$5,000,000.00	3.60% less 0.0014% for each \$10,000.00 Total Exceeds \$4,000,000.00
\$5,000,000.00 to	\$6,000,000.00	3.46% less 0.0012% for each \$10,000.00 Total exceeds \$5,000,000.00
\$6,000,000.00 to	\$7,000,000.00	3.34% less 0.0009% for each \$10,000.00 Total exceeds \$6,000,000.00
Over	\$7,000,000.00	3.25%

*Example: If estimated cost of the project = \$600,000.00
Then rate = 5.30% - 0.016% ($\frac{\$600,000.00 - \$500,000.00}{\$10,000.00}$)
or rate is 5.14%