

*ROADS Conts + Agmts  
Professional Engineering  
Ruth & Going*

AGREEMENT FOR ENGINEERING SERVICES

This is an agreement between the County of Santa Clara (County) and Ruth & Going (Engineer) for the performance of engineering services on Almaden Expressway Unit 6 between Graystone Lane and McKean 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 aforesaid highway,

NOW, THEREFORE, the parties hereto agree as follows:

1. Duties of Engineer. Engineer agrees to perform all professional work and services required to update the Record of Survey of October, 1967 previously done by Engineer. The work shall be scheduled so that Engineer completes the following services relating to the preparation of right-of-way documents for County between Graystone Lane and Viewpoint Lane within forty-five (45) calendar days after the date of execution hereof.

(a) Make such field surveys as are necessary to determine the location of the boundaries of the property crossed by the highway right of way.

(b) Reduce the survey notes taken in conjunction with the above surveys.

(c) Prepare right of way strip maps in form recordable as records of survey. Said maps to be drawn to the scale of approximately one hundred feet (100') to the inch.

*1- Ruth & Going  
1- Public Works  
1- Finance  
1- Co. Counsel*

(d) 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.

The remaining engineering services required to complete the Record of Survey shall be concluded within three (3) months after the date of execution hereof.

2. County Duties. 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 highway. 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.

3. Compensation. 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 such work and approval thereof by County. If requested by County, Engineer agrees to furnish to County, without charge, copies of all records and time sheets used by Engineer in preparing and submitting invoices for payment of Engineer's services hereunder. 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.

4. Consultation with County Officials. During the preparation of the maps, 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 work.

5. Sufficiency of Engineering Work. Engineer agrees that all work performed by Engineer or under his direction shall be adequate and sufficient to meet the purpose specified therefor and shall be rendered to the satisfaction of County.

6. 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

7. Title to Documents. All maps, plans, 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.

8. 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 Engineer or any person or persons acting for or under him, or to 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.

9. Termination of Contract.

(a) County may terminate this agreement at any time without cause upon the giving of written notice of termination to Engineer. Such notice shall be deemed delivered to Engineer when the same is deposited in the United States mail, postage prepaid, addressed to Engineer at the address shown hereinbelow.

(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 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.

10. 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.

11. 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 executed this agreement on DEC 23 1969.

COUNTY OF SANTA CLARA

[Signature]  
Chairman, Board of Supervisors  
"County"

ATTEST: JEAN PULLAN, Clerk  
Board of Supervisors

[Signature]

APPROVED AS TO FORM:

[Signature]  
Deputy County Counsel

RUTH & GOING

By: [Signature]  
Title: Pres.

By: [Signature]  
Title: V.P. / Mgr

"Engineer"

Address: 919 The Alameda  
San Jose, Calif.

JTR:j  
10-21-69

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	\$33.00 per hour
3-man party	\$46.50 per hour

(b) Office Work:

Principal	\$35.00 per hour
Senior Engineer	\$22.50 per hour
Associate Engineers	\$20.00 per hour
Assistant Engineers	\$18.00 per hour
Junior Engineers	\$14.00 per hour
Computer Draftsmen	\$17.00 per hour
Senior Draftsmen	\$16.00 per hour
Field Engineers	\$18.00 per hour
Clerical	\$ 8.50 per hour

(c) Litigation:

Court Appearances	\$35.00 per hour
Consultation and Preparation for Court Appearance or Other Legal Proceedings	\$35.00 per hour

2. Material and Transportation:

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

Rev. #1	-	10-24-61
Rev. #2	-	11- 8-61
Rev. #3	-	9-12-62
Rev. #4	-	9-11-63
Rev. #5	-	8-14-64
Rev. #6	-	10-25-65
Rev. #7	-	11-30-67
Rev. #8	-	2-16-68
Rev. #9	-	8- 1-68
Rev. #10	-	8- 1-69

County of Santa Clara

California

Sig Sanchez, District 1  
Dominic L. Cortese, District 2  
Charles A. Quinn, District 3  
Ralph H. Mehrkens, District 4  
Victor Calvo, District 5

December 24, 1969

Mr. Leo W. Ruth, Jr.  
Ruth & Going, Engineers  
919 The Alameda  
San Jose, California

Subject: Agreement with Ruth & Going

For Engineering Services for  
Almaden Expressway, Unit 6 (Btw  
Graystone Lane and McKean Road)

Dear Mr. Ruth:

Enclosed you will find a fully executed copy of the subject agreement between the County of Santa Clara and the party(ies) named above. The Board of Supervisors at its regularly scheduled meeting on

December 23, 1969, approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

JEAN PULLAN, Clerk of the  
Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

JP: kb  
Encl.

No. 3

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 1

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DATE: December 10, 1969



FOR: BOARD OF SUPERVISORS AGENDA OF December 23, 1969

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: AGREEMENT FOR ENGINEERING SERVICES, ALMADEN EXPRESSWAY UNIT 6

DESCRIPTION:

This agreement with Ruth and Going provides for the performance of engineering services required for the preparation of record of survey maps as required for right of way acquisition on the proposed Almaden Expressway FAS project between Graystone Lane and McKean Road. The work involved consists of revising and updating records of survey previously done by Ruth and Going. The total amount of work involved will not exceed \$10,000.

Approval is recommended.

LM:RJH:vlh

attachments

*RM* APPROVED: JAMES POTT \_\_\_\_\_

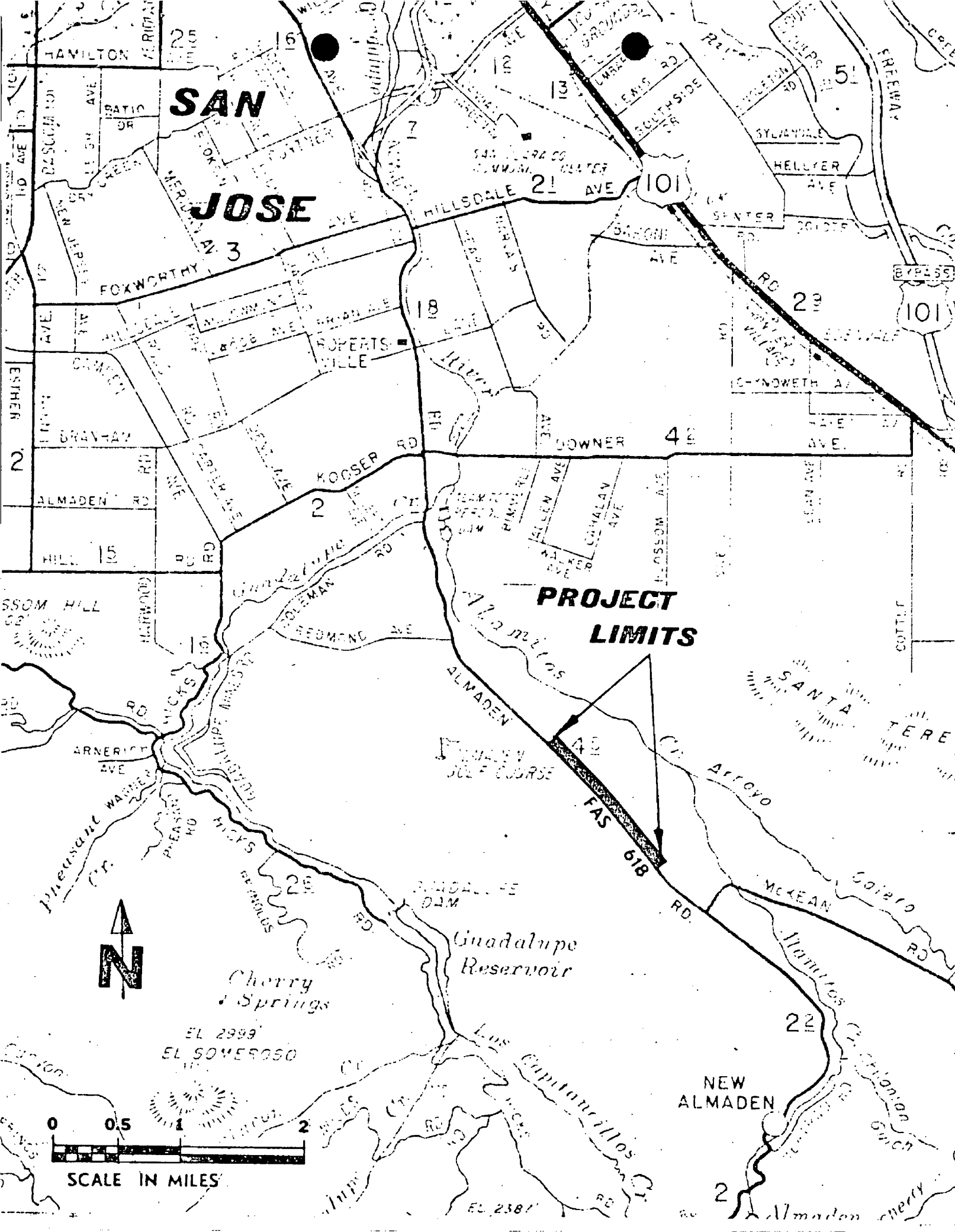
HOWARD CAMPEN \_\_\_\_\_

AGENDA DATA: DATE: \_\_\_\_\_

BOARD ACTION: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

DEC 23 1969



**SAN JOSE**

**PROJECT LIMITS**



SCALE IN MILES

EL 2999  
EL SOMEROSO

Guadalupe Reservoir

NEW ALMADEN

EL 2381