

AMENDMENT TO LOCAL AGENCY-STATE AGREEMENT NO. UE 65-3  
Federal-aid Secondary Roads

ALMADEN EXPRESSWAY

04 Santa Clara  
District County

URBAN EXTENSION PROJECT UE-618-1

THIS AMENDMENT TO LOCAL AGENCY-STATE AGREEMENT NO. UE-65-3, made in triplicate this 27th day of March 1967, by and between the COUNTY OF SANTA CLARA, and the CITY OF SAN JOSE, State of California, hereinafter jointly referred to as the "Local Agency", and the DEPARTMENT OF PUBLIC WORKS (Division of Highways) of the State of California, hereinafter referred to as the "Department,"

WITNESSETH:

WHEREAS on April 12, 1965, the parties hereto entered into LOCAL AGENCY-STATE AGREEMENT NO. UE-65-3, concerning Federal Urban Extension Project UE-618-1, ALMADEN EXPRESSWAY, between Coleman Road and Hillsdale Avenue; and

WHEREAS the total cost of the aforesaid project based upon completion now exceeds the project cost as previously estimated; and

WHEREAS additional State Urban Extension funds not then available for financing aforesaid project are now available; and

WHEREAS said parties now desire to amend said LOCAL AGENCY-STATE AGREEMENT NO. UE-65-3 to provide for financing additional costs utilizing all available funds;

NOW THEREFORE, IT IS AGREED that said LOCAL AGENCY-STATE AGREEMENT NO. UE-65-3 be and the same is hereby amended in accordance with the attached page marked "Exhibit B-1," consisting of 1 page, which said Exhibit B-1 shall be substituted for the page marked "Exhibit B" in said agreement, and shall cancel and

*2 - State of Calif.  
1 - San Jose  
1 - Pub. Works*

supersede said Exhibit B, becoming a part of said agreement for all purposes. In all other respects said agreement shall remain in full force and effect.

The Board of Supervisors of the County of Santa Clara, by resolution dated MAR 27 1967 1967, has approved this amendment to said agreement and authorized its execution.

The City Council of the City of San Jose, by resolution dated April 24 1967, has approved this amendment to said agreement and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

Approval Recommended:

COUNTY OF SANTA CLARA

[Signature]

DEPUTY District Engineer

FRANCIS V. GREINER

BY [Signature]  
Chairman of the Board of Supervisors

CITY OF SAN JOSE

Attest By [Signature]  
City Clerk

Deputy  
By [Signature]

[Signature]  
City and County Projects Engineer

And [Signature] Mayor  
[Signature] City Manager

State of California  
DEPARTMENT OF PUBLIC WORKS  
Division of Highways

Approved as to form and procedure:

[Signature]  
Attorney

J. C. WOMACK  
State Highway Engineer

By [Signature]  
Deputy State Highway Engineer

**ARTICLE X - Location of Project and Brief Description of Work Proposed:**

Approved Federal-aid Secondary Urban Extension Project UE-618-1, in Santa Clara County, covering proposed 4-lane divided grading, paving and bridge (Stage Construction) on ALMADEN EXPRESSWAY between Coleman Road and Hillsdale Avenue, net length 2.5 miles.

**ARTICLE XI - Funds to be used for the Project:**

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

Contract Items	\$1,210,766.63
CONSTRUCTION ENGINEERING	<u>181,680.67</u>
TOTAL	\$1,392,447.30

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

State Highway Funds (Section 143.3, S&H Code)	
allocated to Santa Clara County	\$ 297,500.00
allocated to City of San Jose	297,500.00
Local Agency Funds to be deposited with Santa Clara County	797,447.30

**ARTICLE XII - Special Covenants:**

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

2. This project has been approved as stage construction with respect to the geometric design. The Local Agency agrees to complete the improvement, with or without State participation, by adding additional lanes when traffic warrants such addition.

DEPARTMENT OF PUBLIC WORKS

## DIVISION OF HIGHWAYS

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



June 2, 1967

04-SC1-618-CR, SJs  
UE-618-1  
Almaden ExpresswayMr. James T. Pott  
Director of Public Works  
Santa Clara County  
20 West Hedding Street  
San Jose, California 95110

Dear Mr. Pott:

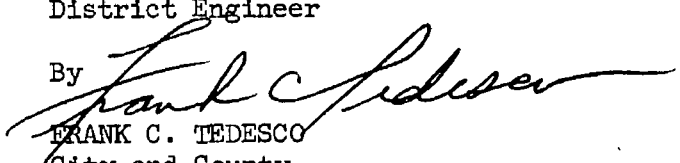
Attached for your files and for transmittal to the City of San Jose are two fully executed copies of Amendment to Local Agency - State Agreement No. UE65-3.

The amendment applies to Urban Extension Project UE-618-1, Almaden Expressway, between Coleman Road and Hillsdale Avenue.

Very truly yours,

ALAN S. HART  
District Engineer

By



FRANK C. TEDESCO  
City and County  
Cooperative Projects Engineer

Attach.

1-San Jose 6867

RECEIVED RECEIVED  
BOARD OF SUPERVISORS  
DEPT. OF PUBLIC WORKS  
JUN 7 1 46 PM '67 JUN 5 10 39 AM '67  
COUNTY OF COUNTY OF  
SANTA CLARA SANTA CLARA

RECEIVED  
DEPT. OF PUBLIC WORKS  
JUN 5 1967  
COUNTY ENGINEER

RESOLUTION TO EXECUTE AN AMENDMENT  
TO LOCAL AGENCY-STATE AGREEMENT  
NO. UE-65-3; ALMADEN EXPRESSWAY

WHEREAS, on April 12, 1965, the County of Santa Clara, State of California, entered into Local Agency-State Agreement NO. UE-65-3, concerning Federal Urban Extension Project UE-618-1, Almaden Expressway, between Coleman Road and Hillsdale Avenue; and

WHEREAS, the total cost of the aforesaid project based upon completion now exceeds the project cost as previously estimated; and

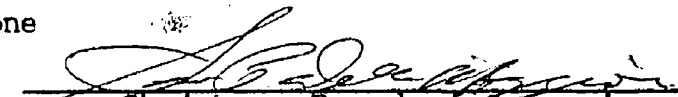
WHEREAS, additional State Urban Extension funds not then available for financing aforesaid project are now available; and

WHEREAS, it is in the best public interest to amend said agreement to provide for financing additional costs utilizing all available funds:

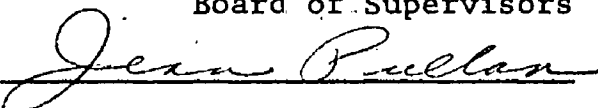
NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that the Local Agency-State Agreement NO. UE-65-3 be and the same is hereby amended in accordance with amendment agreement, and the Chairman is hereby authorized and directed to execute said agreement on behalf of the County of Santa Clara.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California on MAR 27 1967 by the following vote:

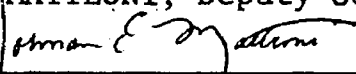
- AYES: Supervisors, Della Maggiore Spangler Mehrkens Sanchez Quinn
- NOES: Supervisors, None
- ABSENT: Supervisors, None

  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk  
Board of Supervisors

  
\_\_\_\_\_  
Jean Pullan

APPROVED AS TO FORM:  
JOHN R. KENNEDY, County Counsel  
NORMAN MATTEONI, Deputy County Counsel

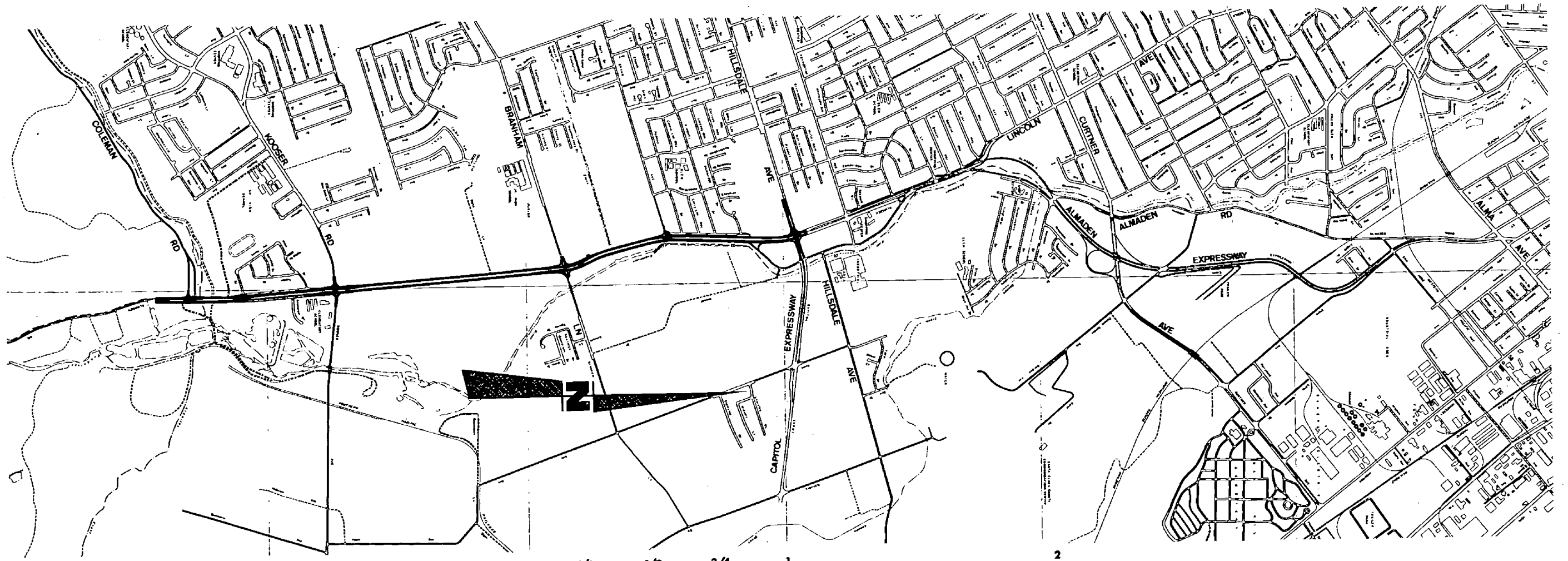
By   
\_\_\_\_\_  
Deputy County Counsel

Dated: 3-16-67

NEM:gc-3/16/67



MARCH, 1966



**ALMADEN EXPRESSWAY**

**ALMADEN EXPRESSWAY  
(6.4 MILES)**

RESOLUTION NO. 31049

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AMENDMENT TO LOCAL AGENCY-STATE OF CALIFORNIA AGREEMENT PROVIDING FOR PARTICIPATION OF STATE OF CALIFORNIA HIGHWAY FUNDS (143.3 STREETS AND HIGHWAYS CODE) IN THE CONSTRUCTION OF THE ALMADEN EXPRESSWAY BETWEEN COLEMAN ROAD AND HILLSDALE AVENUE.

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

WHEREAS, the City of San Jose and the County of Santa Clara (hereinafter jointly referred to as Local Agency) and the Department of Public Works (Division of Highways) of the State of California (hereinafter referred to as Department), on April 12, 1965, entered into LOCAL AGENCY-STATE AGREEMENT NO. UE-65-3 (hereinafter referred to as original agreement), concerning Federal Urban Extension Project UE-618-1, ALMADEN EXPRESSWAY, between Coleman Road and Hillsdale Avenue; and

WHEREAS, the total cost of the aforesaid project based upon completion now exceeds the project cost as previously estimated; and

WHEREAS, additional State Urban Extension funds not then available for financing the aforesaid project are now available; and

WHEREAS, Local Agency and Department now desire to amend said original agreement to provide for financing additional costs utilizing all available funds;

NOW, THEREFORE, the Mayor and City Manager are hereby authorized to execute, on behalf of the City of San Jose, that certain agreement, namely, "Amendment to Local Agency-State Agreement No. UE 65-3 Federal-aid Secondary Roads Almaden Expressway 04 District Santa Clara County Urban Extension Project UE-618-1" (hereinafter referred to as said agreement), between Local Agency and Department,



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 said original agreement is amended in accordance with the page marked "Exhibit B-1", consisting of 1 page, attached to said agreement, which said "Exhibit B-1" shall be substituted for the page marked "Exhibit B" in said original agreement, and shall cancel and supersede said "Exhibit B", becoming a part of said original agreement for all purposes; that in all other respects said original agreement shall remain in full force and effect.

ADOPTED this 24th day of April, 1967, by the following vote:

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

NOES: Councilmen - None.

ABSENT: Councilmen - None.

\_\_\_\_\_  
Ronald R. James, Mayor

ATTEST:

\_\_\_\_\_  
Francis L. Greiner  
City Clerk

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

Attest: April 28, 1967

FRANCIS L. GREINER

City Clerk of the City of San Jose,  
County of Santa Clara, State of California.

\_\_\_\_\_  
Judith C. Smith, Deputy

March 27, 1967

Mr. Alan S. Hart, District Engineer  
State Division of Highways  
District IV  
P. O. Box 3366, Rincon Annex  
San Francisco, California

Subject: Agreement with County of Santa Clara, City of  
~~San~~ San Jose and State of California, Division  
of Highways  
For Almaden Expressway Urban Extension Project  
between Hillsdale Avenue and Coleman Road

Dear Mr. Hart:

Enclosed you will find an original and 3 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 March 27, 1967  
authorized its Chairman to execute this agreement on behalf  
of the County.

After execution of all copies, please return the original  
~~and~~ ~~copy~~ copy (ies) to this office. The remaining copies  
are for your records.

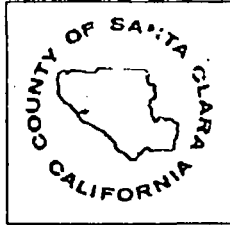
Very truly yours,

JEAN PULLAN, Clerk  
of the Board of Supervisors

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

JP:11  
Encls. (3 certified copies of Resolution)

No. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: March 17, 1967

FOR: BOARD OF SUPERVISORS AGENDA OF March 27, 19 67

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: Amendment to Local Agency-State Agreement for Almaden Expressway Urban Extension Project between Hillsdale Avenue and Coleman Road

DESCRIPTION:

Attached are copies of an Amendment to Local Agency-State Agreement No. 65-3 and the authorizing resolution. The amendment provides for increasing the State Highway Funds available for financing this Urban Extension project between Hillsdale Avenue and Coleman Road from \$450,000 to \$595,000. Construction on this project has been completed and the amendment is necessary before final payment will be made by the State.

Approval is recommended.

Please return all copies to Lou Montini, Public Works, for further processing by the City of San Jose and State. A fully executed copy will be returned for the Board files.

ECS:LM:nc

Attachments

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

MAR 27 1967

ALMADEN EXPRESSWAY

04 Santa Clara  
District County

URBAN EXTENSION PROJECT UE-618-1

This Agreement, made in triplicate this 12th day of April 1965

by and between the County of Santa Clara and the City of San Jose, State of California, hereinafter jointly referred to as the "Local Agency", and the DEPARTMENT OF PUBLIC WORKS (Division of Highways) of the State of California, hereinafter referred to as the "Department."

WITNESSETH:

It is agreed between the parties that the project or projects hereinafter described shall be constructed under and pursuant to, and in accordance with the provisions of the attached Exhibits A and B, which exhibits are hereby made a part of this agreement.

The Board of Supervisors of the County of Santa Clara by Resolution dated APR 19 1965 and the City Council of the City of San Jose by Resolution dated April 12, 1965 have each approved this agreement and authorized its execution.

In Witness Whereof, the parties have hereunto affixed their hands and seals the day and year first above written.

Approval Recommended:

County of Santa Clara  
(Local Agency)

*C. A. Green*  
District Engineer

By *Biglan*  
(Title)  
Chairman of the Board of Supervisors

*[Signature]*  
City and County Projects Engineer

City of San Jose  
By *[Signature]* Mayor

FRANCIS SCREINER  
By *[Signature]* Deputy  
City Clerk

*[Signature]* City Manager  
Approved as to Form

Approved as to Form and Procedure:

*[Signature]*

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

4658 3 53  
ATTORNEY for the Department

WOMACK  
State Highway Engineer  
By *[Signature]*  
Deputy State Highway Engineer

RECEIVED  
BOARD OF SUPERVISORS

APR 28 3 23 PM '65

COUNTY OF  
SANTA CLARA

APR 29

ARTICLE I. RECITALS.

This agreement is made in the light of the following facts and circumstances:

1. Under the provisions of Section 143.3 of the California Streets and Highways Code, State Highway Funds may be allocated for expenditure on the urban extensions of the Federal-aid Secondary system upon projects selected by the cities and counties in cooperation with the State.
2. The project subject to this agreement has been so selected by the Local Agency and approved by the California Highway Commission and the Department, and State Highway Funds are now available for the project.
3. The Department is required to enter into an agreement with the Local Agency relative to the prosecution of the project and the obligation of participating State Highway Funds.

THEREFORE, in consideration of the premises herein contained, the parties agree as follows:

ARTICLE II. RIGHT-OF-WAY.

1. The furnishing of rights-of-way as provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement.
2. All rights-of-way necessary for the construction of the improvement will be acquired by the Local Agency and all costs in connection therewith will be financed from other than State Funds.
3. The Local Agency will certify to the Department prior to the advertisement for bids by contractors that the necessary rights-of-way are available for the immediate construction proposed for contract.
4. If stage construction is contemplated, the Local Agency will furnish evidence to the Department prior to the advertisement of any contract that sufficient rights-of-way have been acquired or satisfactorily protected to assure completion of all stages of the ultimate facility proposed and approved.
5. The Local Agency agrees to pay from local funds any costs, which are incurred in connection with this project, which arise out of right-of-way litigation or delays to any contractor because right-of-way has not been made available to him for the orderly prosecution of the work.

ARTICLE III. ENGINEERING.

1. Preliminary engineering--The term "preliminary engineering" as used herein includes all preliminary work, including but not restricted to, preliminary surveys and reports, laboratory work, soil investigation, preparation of plans, design and advertising.
2. Construction engineering--The term "construction engineering" as used herein includes actual inspection of the work, necessary construction staking, laboratory and field testing, field reports and records, estimates, final report and allowable expenses of employees engaged therein.
3. Local Agency employees or Local Agency's consultant shall perform all engineering work except for the work involved in checking the plans, specifications and estimates prior to advertisement; which work will be done by State forces. It is agreed that other State engineering assistance will be furnished only upon written request of the Local Agency.
4. When the cost of Preliminary Engineering or Construction Engineering incurred by the Local Agency is to be borne in part by State Highway funds, State participation therein shall be limited to one-half the actual cost of services performed, including compensation and expense of personnel working on the project, the required materials and the use of Local Agency-owned automobiles. The Local Agency will contribute its general administrative and overhead expense.
5. The Local Agency will deposit with the Division of Highways sufficient funds to cover the estimated cost of any preliminary engineering to be furnished by the State. Such advances for State-furnished preliminary engineering shall be made by the Local Agency when requesting State assistance or upon demand by the Department.
6. When construction engineering is to be performed by State forces, the estimated cost of the work may be covered either by Local Agency funds deposited in advance with the Division of Highways or by State Highway Funds.
7. State Highway Funds will not be advanced to defray engineering costs until after award of the contract by the Local Agency and any advances made by the Department for such purposes shall be considered as part of the eighty per cent (80%) of the State's share of the cost of the project to be advanced in accordance with paragraph 3 of Article VI of this agreement.

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

1. Prior to advertising for bids by contractors, the Local Agency and the Department must agree on the adequacy of the final contract plans, the specifications and the Engineer's Estimate of quantities, unit prices and cost. The Local Agency will submit three prints of the complete plans and three complete drafts of the specifications and the Engineer's Estimate to the Department, through the District Engineer of the Division of Highways, sufficiently in advance of the proposed advertising date to permit thorough review and adjustment of variances.

2. The specifications shall contain no provisions limiting the contractor's employees to residents of any particular locality or area of the United States; nor shall they contain any provision that would prevent the contractor from obtaining the most suitable materials, supplies and equipment at the greatest economy from any source permitted under State law.

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

ARTICLE V. ADVERTISEMENT AND AWARD OF CONTRACT.

1. Actual construction work will be performed by contract. The Local Agency, or another public agency acting in the Local Agency's behalf, will make preparations for advertising, will advertise, award and administer the contract or contracts and will make all payments to contractors, and pay all other costs in connection with the contract or contracts.

2. No contract shall be advertised in advance of execution of this agreement and approval by the Department of the final contract plans, specifications, Engineer's Estimate and the Local Agency's right-of-way certificate.

3. No contract shall be awarded for an amount in excess of the Engineer's Estimate or in excess of the lowest regular bid received unless sufficient funds are available and both the Department and the Local Agency agree to such award.

ARTICLE VI. FUNDS.

1. All expenditures incurred by the Local Agency prior to approval of the project by the California Highway Commission shall be considered as not a part of the project costs and State Highway Funds shall not participate in such prior expenditures.

2. State participation will be limited to one-half the actual cost of the project, after excluding the cost of any item or items not eligible for State participation; or to the allocation of funds available for the project, whichever is the lesser amount.



3. Eighty per cent (80%) of the State's share of the cost of the project, estimated upon the basis of contract prices, and estimated costs of appurtenant items, will be advanced to the Local Agency upon award of the contract. The remainder of the State's share of the actual cost will be paid to the Local Agency upon completion of the contract and submission of a final report prepared by the Local Agency in the form prescribed by the Department.

4. Upon completion of any contract or any appurtenant item, the amounts payable by the parties hereto will be adjusted upon the basis of the actual final cost of such contract or appurtenant item as shown by the project records. Any advances of funds made by the State in excess of the State's share of the actual cost of the contract or appurtenant items shall be refunded to the State upon demand. Any amounts found due the Local Agency will be paid to the Local Agency upon receipt of the Local Agency's bills.

5. Funds deposited with the Division of Highways by the Local Agency to cover the cost of work to be done by State forces but not expended, will be refunded to the Local Agency.

6. State Highway Funds may not be used to finance the costs of claims submitted by Public Utilities or others; excepting only claims for other than right-of-way delays submitted by the contractor and found to the satisfaction of the Department to be properly chargeable to the contract.

7. The Department shall be given access to the Local Agency's records for the purpose of verifying the cost of work performed under this agreement.

#### ARTICLE VII. MAINTENANCE.

Upon completion and acceptance of the contract, maintenance of the improvement shall become the responsibility of the Local Agency. The Local Agency agrees to maintain the improvement in good condition, preserving not only the general physical features of the roadway and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of the Department. Access rights acquired for the project are considered to be included in the aforementioned safety features.

#### ARTICLE VIII. RECORDS TO BE FURNISHED TO THE DEPARTMENT.

1. Upon receipt of satisfactory bids from contractors, the Local Agency shall furnish the District Engineer of the Division of Highways four copies of the letter or other instru-

ment of award to the successful bidder together with four copies of a summary of bids and four copies of the contract.

2. Upon completion of the contract the Local Agency will prepare and file with the District Engineer of the Division of Highways four copies of a final report similar in context to those prepared for State Highway projects.

ARTICLE IX. CONFLICTING PROVISIONS.

In case of conflict between any of the provisions contained in Exhibits A and B, the provisions of Exhibit B shall govern.

ARTICLE X - Location of Project and Brief Description of Work Proposed:

Approved Federal-aid Secondary Urban Extension Project UE-618-1, in Santa Clara County, covering proposed 4-lane divided grading, paving and bridge on ALMADEN EXPRESSWAY between Coleman Road and Hillsdale Avenue, net length 2.5 miles.

ARTICLE XI - Funds to be used for Project:

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

Contract Items	\$1,250,000.00	
Contingencies	<u>62,500.00</u>	
TOTAL		\$1,312,500.00

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

State Highway Funds (Section 143.3, S & H Code)	
Allocated to Santa Clara County	\$225,000
Allocated to City of San Jose	225,000
Local Agency Funds to be deposited with Santa Clara County	862,500

3. The actual funds for the project will be set up after the bids for the work have been opened, and shall be on the basis of contract prices. The amounts shown under the various categories of Paragraph 2, above, may be adjusted from time to time as the needs of the parties make it desirable, provided that the balances available in any category, the total estimated project cost, or the maximum legal pro rata are not exceeded.

ARTICLE XII - Special Covenants:

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

2. This project has been approved as stage construction with respect to the geometric design. The Local Agency agrees to complete the improvement, with or without State participation, by adding additional lanes when traffic warrants such addition.

RESOLUTION OF THE BOARD OF SUPERVISORS  
AUTHORIZING CONSTRUCTION OF A PORTION  
OF ALMADEN EXPRESSWAY

*10a  
agenda  
extra*

The Board of Supervisors of the County of Santa Clara, State of California, hereby authorize the Chairman of this Board to execute on behalf of the County of Santa Clara that certain agreement between the State of California, Department of Public Works (Division of Highways) and the County of Santa Clara providing for the construction of a portion of Almaden Expressway, said agreement being more particularly described as Local Agency-State Agreement No. UE 65-3 Federal-Aid Secondary Roads and being Urban Extension Project UE 618-1.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on APR 19 1965

\_\_\_\_\_, by the following vote:

AYES: Supervisors  Spangler Mehrkens Sanchez Quinn  
NOES: Supervisors None  
ABSENT: Supervisors Della Maggiore

*Sig Sanchez*  
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk,  
Board of Supervisors

*Jean Pullan*

(2) copies - Public Works

*4-19-65  
M/S. adopted  
H- absent.  
(m)*

no contract will be awarded for an amount in excess of the engineer's estimate or in excess of the lowest regular bid received unless sufficient funds are available and both the State and Local Agency agree to such an award; that State's participation in the Project will be limited to one-half the actual cost of the project after excluding the cost of any item or items not eligible for State participation or to the allocation of funds available for the project, whichever is less; that the project is defined as approved Federal-aid Secondary Urban Extension Project UE-618-1 in Santa Clara County, covering proposed 4-lane divided grading, paving and bridge on Almaden Expressway between Coleman Road and Hillsdale Avenue, net length 2.5 miles; that the estimated cost of the project is \$1,312,500.00; that the project on the basis of the said estimate will be financed as follows:

State Highway Funds (Section 143.3, S & H Code)	
Allocated to Santa Clara County	\$225,000
Allocated to City of San Jose	225,000

Local Agency Funds to be deposited with Santa Clara County	862,500
---	---------

that Santa Clara County will act on behalf of the City of San Jose in all transactions with State concerning the project until its completion and final adjustments of the financial details; that all of the funds for the project shall be released through Santa Clara County; that the Local Agency agrees to complete the improvement of the project, with or without State participation, by adding additional lanes when traffic warrants such addition.

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

ADOPTED this 12th day of April, 1965,  
by the following vote:

AYES: Councilmen - Doerr, Fischer, Hathaway, Shaffer, Solari,  
Welch and Pace.

NCES: Councilmen - None.

ABSENT: Councilmen - None.

ATTEST:

Francis L. Greiner  
City Clerk

J. L. Pace, M.D., Mayor

RESOLUTION NO.

27272

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

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

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

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

NOW, THEREFORE, the Mayor and City Manager are hereby authorized to execute, on behalf of the City of San Jose, that certain agreement, namely, "Local Agency-State Agreement No. UE 65-3 Federal-Aid Secondary Roads Almaden Expressway 04 District Santa Clara County Urban Extension Project UE-618-1", between the County of Santa Clara and the City of San Jose (hereinafter jointly referred to as "Local Agency") and Department of Public Works (Division of Highways) of the State of California (hereinafter referred to as "State"), which said agreement relates to the construction of the Almaden Expressway between Coleman Road and Hillsdale Avenue, hereinafter referred to as the "project". Said agreement provides, in part, that the Local Agency will acquire rights of way for the project and perform certain engineering for the project; that the final contract plans and specifications for the project must be approved by State before advertising for bids; that the Local Agency will advertise, award and administer the contract for the project and make all payments in connection with the contract; that

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

Attest *April 15*, 1965

FRANCIS L. GREINER

City Clerk of the City of San Jose,  
County of Santa Clara, State of California.

by: *Allen D. Ridge* Deputy.

DEPARTMENT OF PUBLIC WORKS

## DIVISION OF HIGHWAYS

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



April 28, 1965

04-SC1-618-CR, SJs  
618-UE-1  
Almaden Expressway

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

Dear Mr. Pott:

Attached for your information and file are two copies of Local Agency-State Agreement No. UE-65-3 executed by the County on April 19, 1965, and by the City on April 12, 1965, and is now executed by the State.

Please forward one copy of the Agreement to the City of San Jose for their file.

The Agreement applies to Urban Extension project UE-618-1, on Almaden Expressway between Coleman Road and Hillsdale Avenue.

Yours very truly,

Alan S. Hart  
District EngineerBy, *Allen M. Fortney*  
Allen M. Fortney  
City and County  
Cooperative Projects Engineer



SANTA CLARA  
COUNTY OF

APR 20 3 23 PM '65

RECEIVED  
BOARD OF SUPERVISORS

April 19, 1965

#10 a  
(Eyster)

Mr. Alan S. Hart  
District Highway Engineer  
Division of Highways, District IV  
P. O. Box 3366, Rincon Annex  
San Francisco, California

Subject: Local Agency - State Agreement UE 65-3  
Almaden Expressway

Dear Mr. Hart:

Enclosed you will find original and two copies of the Local Agency - State Agreement No. UE 65-3 relating to Urban Expansion Project UE 618-1. The Board of Supervisors at its regularly scheduled meeting on April 19, 1965 adopted a resolution authorizing its Chairman to execute this agreement on behalf of the County of Santa Clara.

After execution on behalf of the State of California we would appreciate your returning a fully executed copy of this agreement to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan  
Clerk of the Board

JP:DMR:jc

Encls.  
cc: Public Works Department

