

Roads Costs + Agmts
Cost Sharing - Alum Rock
State Highway
RONALD REAGAN, Governor

STATE OF CALIFORNIA - HIGHWAY TRANSPORTATION AGENCY

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

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

September 22, 1969



04-SC1-130 2.2/3.6
Alum Rock Avenue
04216 - 381101
Dist. Agmt. #4-0084-C
Hq. Doc. File #43-223477

Mr. Sig Sanchez, Chairman
Board of Supervisors
Santa Clara County
70 W. Hedding Street, Room 524
San Jose, CA 95110

Attention Mrs. Jean Pullan, Clerk
Board of Supervisors

Dear Mr. Sanchez:

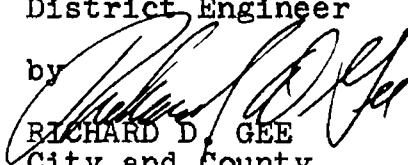
Attached for the files of the County of Santa Clara is one fully executed copy of Cooperative Agreement #43-223477 covering construction of storm drainage facilities on State Highway Route 130 (Alum Rock Avenue) between White Road and Mount Hamilton Road.

Thank you for your interest and cooperation in this joint undertaking.

Yours very truly,

ALAN S. HART
District Engineer

by


RICHARD D. GEE
City and County
Projects Engineer

Attachment

BID

43-223477

AGREEMENT

1 THIS AGREEMENT, MADE AND ENTERED INTO THIS 26 DAY OF
2 AUG, 1969, BY AND BETWEEN

3 COUNTY OF SANTA CLARA, a political
4 subdivision of the State of
5 California, hereinafter referred to
6 as "COUNTY".

7 AND

8 STATE OF CALIFORNIA, acting by and
9 through its Business and
10 Transportation Agency, Department
11 of Public Works, Division of
12 Highways, hereinafter referred to
13 as "STATE".

WITNESSETH:

15 WHEREAS, there exists an unsatisfactory drainage condition
16 on State Highway Route 130 (Alum Rock Avenue) which results in
17 frequent and periodic flooding of the aforesaid State highway,
18 other public roads and private property; and

19 WHEREAS, the STATE is willing to design and award a STATE
20 contract for construction of storm drainage facilities, which
21 improvements will consist of replacing the existing deep drainage
22 ditches with enclosed pipes and regrading and surfacing shallow
23 ditches on State Highway Route 130 (Alum Rock Avenue), from White
24 Road to Mount Hamilton Road and on Porter and Fleming Lanes from
25 State Highway Route 130 (Alum Rock Avenue) down stream to existing
26 COUNTY storm drainage systems, all as shown on Exhibit "A", attached
27 hereto and by this reference incorporated herein; and

*4 to State Approved to PWS
1 to PWS*

DUPLICATE ORIGINAL

AUG 26 1969

1 WHEREAS, STATE and COUNTY have agreed on the sizes of storm
2 drainage systems to be constructed, as well as the drainage sheds
3 that will be permitted to discharge into the system, all as shown
4 on attached Exhibit "A"; and

5 WHEREAS, STATE and COUNTY will mutually benefit from
6 construction of aforesaid storm drainage facilities through
7 improvement of existing drainage conditions on public roads and on
8 private property; and

9 WHEREAS, COUNTY is willing to contribute additional funds in
10 order to help STATE begin said construction at the earliest date
11 possible; and

12 WHEREAS, STATE and COUNTY do mutually desire to cooperate
13 and jointly participate in the construction of the aforesaid
14 drainage facilities, and desire to specify herein the terms and
15 conditions under which said storm drainage system is to be designed,
16 constructed, financed and maintained.

17 NOW, THEREFORE, in consideration of the covenants and
18 conditions herein contained, the parties agree as follows:

19 SECTION I

20 STATE AGREES:

21 1.) To furnish and install the storm drainage facilities
22 hereinbefore mentioned, through construction by contract(s) with
23 construction contractor(s) licensed by the State of California,
24 said contract(s) to be carried out in accordance with provisions
25 of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2
26 of the Government Code and work completed in conformity with plans
27 and specifications of STATE, but subject to review and approval of
28 COUNTY.

1 2.) To bear the entire expense for the design and
2 construction of the storm drainage facilities to be installed
3 pursuant to this Agreement, except for the financial contribution
4 to be made by COUNTY, as set forth hereinafter in Section II,
5 Article (1).

6 3.) To make all necessary arrangements with the owner or
7 owners of public and/or private utilities for removal and/or
8 relocation of all utilities above and below ground which could
9 conflict with construction of aforesaid drainage facilities.

10 4.) To maintain all storm drainage facilities constructed
11 pursuant to this Agreement which lie within State highway right of
12 way and to make no claim against COUNTY for any portion of expense
13 thereof.

14 SECTION II

15 COUNTY AGREES:

16 1.) To pay STATE within 30 days of receipt of billing
17 therefore (which billing will be forwarded immediately following
18 STATE's bid advertising date of a construction contract for the
19 aforesaid improvements), the lump sum amount of \$100,000.00, which
20 figure represents COUNTY's entire financial contribution for
21 construction of aforesaid storm drainage improvements.

22 2.) To maintain all storm drainage facilities constructed
23 pursuant to this Agreement which lie outside State highway right of
24 way and to make no claim against STATE for any portion of expense
25 thereof.

26 3.) Except upon STATE's prior written approval, to allow
27 no storm water runoff from outside the drainage area (outlined in

1 yellow on attached Exhibit "A"), to drain into the storm drain
2 system constructed pursuant to this Agreement.

3 4.) To accept full responsibility for the review and
4 approval of STATE's plans and specifications by the City of
5 San Jose and to hold STATE harmless from claims for damages
6 alleged to have resulted from the inadequate outfall system.

7 5.) To hold STATE and its officers, agents and employees
8 harmless from any and all claims for damages alleged to have
9 resulted from alterations in the previously existing drainage
10 pattern due to the construction of the facilities referred to in
11 this Agreement, other than damages alleged to have resulted from
12 work performed by or on behalf of STATE within STATE's highway
13 right of way.

14 SECTION III

15 It is mutually understood and agreed:

16 1.) That obligations of STATE under terms of this Agreement
17 are subject to the allocation of funds by the California Highway
18 Commission.

19 2.) That neither STATE nor any officer or employee thereof
20 shall be responsible for any damage or liability occurring by
21 reason of anything done or omitted to be done by COUNTY under or
22 in connection with any work, authority or jurisdiction delegated
23 to COUNTY under this Agreement. It is also understood and agreed
24 that, pursuant to Government Code Section 895.4, COUNTY shall
25 fully indemnify and hold STATE harmless from any liability imposed
26 for injury (as defined by Government Code Section 810.8) occurring
27 by reason of anything done or omitted to be done by COUNTY under

1 or in connection with any work, authority or jurisdiction delegated
2 to COUNTY under this Agreement.

3 3.) That neither COUNTY nor any officer or employee thereof,
4 is responsible for any damage or liability occurring by reason of
5 anything done or omitted to be done by STATE under or in connection
6 with any work, authority or jurisdiction not delegated to COUNTY
7 under this Agreement. It is also understood and agreed that,
8 pursuant to Government Code Section 895.4, STATE shall fully
9 indemnify and hold COUNTY harmless from any liability imposed for
10 injury (as defined by Government Code Section 810.8) occurring by
11 reason of anything done or omitted to be done by STATE under or in
12 connection with any work, authority or jurisdiction not delegated
13 to COUNTY under this Agreement.

14 4.) That, should any portion of the project be financed
15 with Federal funds or State gas tax funds all applicable procedures
16 and policies relating to the use of such funds shall apply
17 notwithstanding other provisions of this Agreement.

18 IN WITNESS WHEREOF, the parties hereto have caused this
19 Agreement to be executed by their respective officers, duly
20 authorized, the provisions of which Agreement are effective as of
21 the day, month and year first hereinabove written.

22 STATE OF CALIFORNIA
23 Department of Public Works
24 Division of Highways

24 J. A. LEGARRA
25 State Highway Engineer

26 By [Signature]
27 District Engineer

COUNTY OF SANTA CLARA
By [Signature]
Chairman, Board of Supervisors

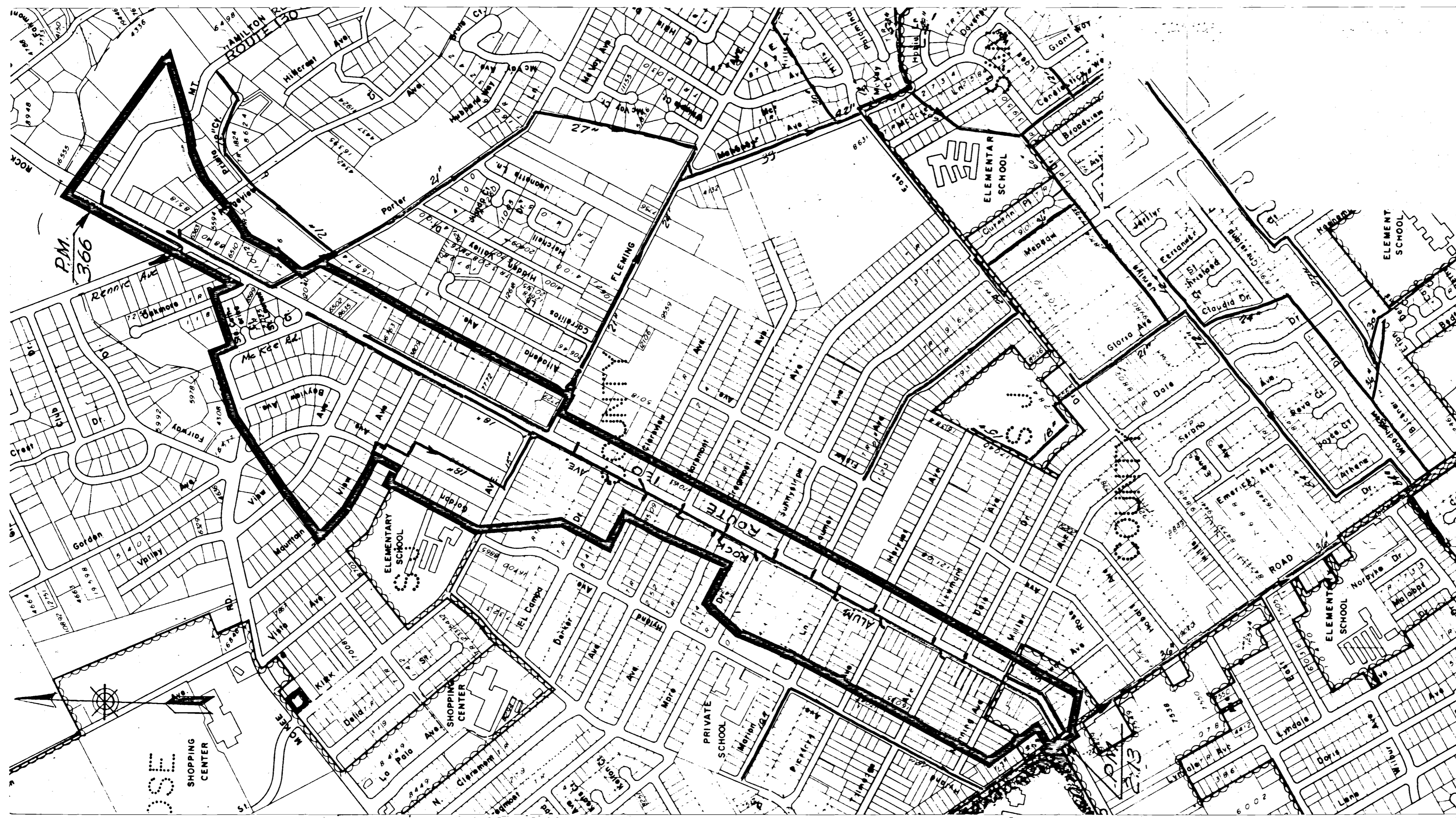
Attest: [Signature]
Clerk, Board of Supervisors

[Signature]
Assistant Clerk
Board of Supervisors




APPROVED AS TO FORM AND
PROCEDURE:

[Signature]
County Attorney

EXHIBIT 'A'



LEGEND

-  *Exist'g Drain Systems.*
-  *Prop. Drain Systems.*
-  *Drainage Area to Prop. Systems.*

STATE OF CALIFORNIA
HIGHWAY TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

DISTRICT IV

DRAINAGE
AREA MAP

DRAWN BY <i>HFC</i>	DATE <i>JUNE 1969</i>
CHECKED BY <i>ERR</i>	SCALE <i>1" = 500'</i>
CO. <i>SCI</i>	RTE. <i>130</i>
DRWG. NO. <i>381101</i>	

August 26, 1969

Mr. Alan S. Hart
District Engineer
State Division of Highways, District IV
P. O. Box 3366, Rincon Annex
San Francisco, California 94119

Subject: Agreement with State Division of Highways
For Improvement of Alum Rock Avenue (Route 130)
btw White Road and Mt. Hamilton Road
(Your Reference: 4-SC1-130-PM2.2/3.6
04216 - 381101
Dist. Agmt. #4-0084-C)

Dear Mr. Hart:

Enclosed you will find an original and three 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 (~~two~~) to this office.

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP: kb
Encls.

P.S. Also attached to each Agreement is an excerpt from the minutes of the August 26th meeting of the Board of Supervisors relative to this agreement.

No. 1

August 29, 1969

Mr. Alan S. Hart, District Engineer
State Division of Highways, District IV
P. O. Box 3366, Rincon Annex
San Francisco, California 94119

Subject: Agreement with State Division of Highways for
Improvement of Alum Rock Avenue (Route 130) btw
White Road and Mt. Hamilton Road
(Your Reference: 4-SC1-130-PM2.2/3.6
04216 - 381101
Dist. Agmt. #4-0084-C)

Dear Mr. Hart:

The following is an excerpt from the minutes of the meeting
of the Board of Supervisors of the County of Santa Clara held
August 26, 1969, as recorded in Minute Book No. 54:

"On motion of Supervisor Calvo, seconded by Supervisor
Mehrkens, it is unanimously ordered that the Chairman
be authorized to execute an agreement between the County
and the State of California, Division of Highways, for
the improvement of Alum Rock Avenue (Route 130) between
White Road and Mt. Hamilton Road. Improvement to consist
of the installation of storm drainage facilities and widen-
ing of the roadway to standard for a two-lane facility,
for the sum of \$100,000., in accordance with the terms
and conditions of said agreement."

ATTEST: JEAN PULLAN, Clerk of
the Board of Supervisors

By _____
Deputy Clerk

TRANSMITTAL MEMORANDUM

S.D. 3

#9

DATE: August 18, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF August 26, 1969

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: AGREEMENT WITH STATE OF CALIFORNIA DIVISION OF HIGHWAYS
FOR THE IMPROVEMENT OF ALUM ROCK AVENUE (ROUTE 130) BETWEEN
WHITE ROAD AND MT. HAMILTON ROAD

DESCRIPTION:

The State of California Division of Highways plans to improve a portion of Alum Rock Avenue (Route 130). This improvement will consist of the installation of storm drainage facilities and widening of the roadway to standard for a two-lane facility.

This agreement provides for the County to pay their share of the costs to provide the drainage capacity for the County's area draining into the roadway area.

The County's share is a lump sum of \$100,000.

Funds were provided in the 1969-70 budget.

Approval is recommended.

The original plus three (3) executed copies of the agreement should be sent to:

Mr. Alan S. Hart
District Engineer
Division of Highways, District IV
P.O. Box 3366, Rincon Annex
San Francisco, California 94119

Attention: Mr. Richard D. Gee
Cooperative Projects
Engineer

A fully executed copy will be returned to the County.

APPROVED: James T. Pott
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA	
DATE:	_____
ITEM NO:	_____
BOARD ACTION	_____

AUG 26 1969

