

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

P.O. BOX 3366 RINCON ANNEX
SAN FRANCISCO 94119

*Roads C4 A
Cast ...
State ...
sh: FAS Agmt UE-71-17
Bascom Ave
National Ave*

RONALD REAGAN, Governor



May 26, 1971

04-SC1-1009-CR, SJs
UE-1009-2
Bascom Avenue

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

Attention Mrs. Jean Pullan
Clerk of the Board

Gentlemen:

Attached for your files is one fully executed copy of Local Agency-State Agreement No. 71-17 covering the Urban Extension project on Bascom Avenue.

A copy of the agreement is also being transmitted to the City of San Jose.

Very truly yours,

ALAN S. HART
District Engineer

By *Frank T. White*

FRANK T. WHITE
City and County
Projects Engineer

Attachment

RECEIVED
BOARD OF SUPERVISORS
MAY 28 12 23 PM '71
COUNTY OF
SANTA CLARA

LOCAL AGENCY-STATE AGREEMENT NO. UE- 71-17 FEDERAL-AID SECONDARY ROADS

04 Santa Clara
District County

URBAN EXTENSION PROJECT 1009-2

BASCON AVENUE

THIS AGREEMENT, made intriplicate this..... day of MAY 4 1971.....

1971 by and between **City of San Jose and Santa Clara County** political subdivision(s) of State of California, hereinafter referred to as "LOCAL AGENCY", and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, under the provisions of Section 143.3 of the California Streets and Highways Code, State Highway Funds may be allotted to cities or counties for the construction of city streets or county roads, on the urban extensions of Federal-aid Secondary highways; and

WHEREAS, LOCAL AGENCY has requested such an allocation for a specific project and the California Highway Commission has allocated funds for said project; and

WHEREAS, LOCAL AGENCY desires to enter into an agreement with STATE relative to the prosecution and maintenance of the project and the payment of the funds allocated; now

THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project" shall be constructed as provided in this agreement.
2. Construction work will be performed by contract. LOCAL AGENCY, or another public agency acting in behalf of LOCAL AGENCY will prepare the plans, specifications, and estimate, will award and administer the contract or contracts pursuant to the laws governing LOCAL AGENCY and will make all payments to contractors, and pay all other costs in connection with the contract or contracts.
3. No contract shall be advertised in advance of execution of this agreement and approval of the contract plans, specifications and engineer's estimate by STATE.

Signed to be sent over to State

NOTICE 2576
 Please return this document to the Board of Supervisors, Santa Clara County, Rm. 524, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

4. The estimated cost of the project is as shown in Exhibit A hereto. A contract shall not be awarded for an amount in excess of said estimate nor in excess of the lowest regular bid received unless sufficient funds are available and both STATE and LOCAL AGENCY concur in such award.

5. STATE shall be given access to the project and project records at any time for the purpose of verifying that the project is being or has been constructed in accordance with the approved contract plans and specifications. Such records shall be retained for a period of three years following completion of the project. If STATE, in its sole discretion, shall find that any portion of the project is not constructed in accordance with the approved contract plans and specifications, such portion of the project shall not be eligible for STATE participation.

ARTICLE II – Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by LOCAL AGENCY.

2. 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. LOCAL AGENCY shall pay from its funds the cost of acquiring rights of way and any costs which may arise out of right of way litigation, or from delays to the contractor because obstructions have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. LOCAL AGENCY will certify and/or furnish evidence to STATE 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.

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 supervision of construction, 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. Except as otherwise set forth herein, LOCAL AGENCY or LOCAL AGENCY'S consultant shall perform all engineering work.

4. State funds will participate only in those engineering costs incurred after the Highway Commission has approved the program to be included in the subsequent State Highway Budget to be adopted.

5. 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 equipment or other rental charges normally assessed projects financed with LOCAL AGENCY gas tax monies. Personnel expense may include an assessment to cover such things as vacation and sick leave reserves, payroll taxes, retirement allowances, and other fringe benefits. LOCAL AGENCY will contribute its administrative and overhead expenses not normally assessed projects financed with LOCAL AGENCY gas tax monies.

6. LOCAL AGENCY will upon demand deposit with STATE sufficient local monies to cover entire cost of any preliminary engineering to be performed by STATE. This will include cost of reviewing the project plans, specifications, and estimate. An assessment will be added to all direct labor costs of STATE in accordance with Section 8755.1 of the State Administrative Manual. Upon award of construction contract, costs of preliminary engineering eligible for State Highway Fund participation in accordance with paragraph 4 above will be taken into account in computing STATE'S share of project costs to be advanced in accordance with ARTICLE V, paragraph 3.

ARTICLE IV—Plans, Specifications and Engineer's Estimate

1. LOCAL AGENCY will submit three prints of the complete plans and three complete drafts of the specifications and the Engineer's Estimate to STATE, sufficiently in advance of the proposed advertising date to permit thorough review and adjustment of any 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. The Legislature and the Governor of the State of California, have prescribed certain employment practices with respect to contract and other work financed with State funds. LOCAL AGENCY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by LOCAL AGENCY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

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

ARTICLE V—Funds

1. All expenditures incurred by LOCAL AGENCY prior to approval of the project by the California Highway Commission shall not be considered as 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 percent (80%) of 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 LOCAL AGENCY upon award of the contract. The remainder of 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 LOCAL AGENCY in the form prescribed by STATE.

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 STATE in excess of STATE'S share of the actual cost of the contract or appurtenant items shall be refunded to STATE upon demand. Any amounts found due LOCAL AGENCY will be paid to LOCAL AGENCY upon receipt of LOCAL AGENCY'S bills.

5. Funds deposited with STATE by LOCAL AGENCY to cover the cost of work to be done by STATE but not expended, will be refunded to LOCAL AGENCY.

6. LOCAL AGENCY shall maintain accurate and detailed records of costs for this project. Such records shall be available to STATE'S auditors for a period of three years following project completion.

ARTICLE VI—Maintenance

Upon completion and acceptance of the contract, maintenance of the improvement shall become the responsibility of LOCAL AGENCY. LOCAL AGENCY agrees to maintain the improvement in good condition, preserving not only the general physical features of the roadway, roadside 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 STATE. Access rights acquired for the project are considered to be included in the aforementioned safety features. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, and that LOCAL AGENCY has not taken steps to remedy the conditions complained of to STATE'S satisfaction, STATE may withhold approval of further Federal-aid Secondary Urban Extension projects of LOCAL AGENCY until the project shall have been put in a condition of maintenance satisfactory to STATE.

ARTICLE VII—Records to be Furnished

1. Upon receipt of satisfactory bids from contractors, LOCAL AGENCY shall furnish STATE four copies of the letter or other instrument 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 LOCAL AGENCY will prepare and file with STATE four copies of a final report similar in context to those prepared for State Highway projects. Said report shall include a certification that the project has been constructed in conformance with the approved plans and specifications.

ARTICLE VIII-Miscellaneous Provisions

1. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL AGENCY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement.

(b) Neither LOCAL AGENCY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold LOCAL AGENCY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement.

2. In the event that the project is approved on a stage construction basis, LOCAL AGENCY shall complete the project to its final stage, with or without State aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. If, within one year after receipt of notice from STATE that in STATE'S opinion conditions warrant construction of a subsequent stage LOCAL AGENCY has not taken steps to STATE'S satisfaction to undertake said construction, STATE may withhold approval of further Federal-aid Secondary Urban Extension projects of LOCAL AGENCY until such steps are taken. Should the work covered by this agreement involve a bridge without approaches, within two (2) years after completion of the bridge LOCAL AGENCY shall cause such approaches to be constructed, with or without State aid, to design standards acceptable to STATE. Approaches or other stages added to a project shall be subject to the provisions of ARTICLE VI, Maintenance, whether or not STATE has participated in their cost.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J.A. LEGARRA
State Highway Engineer

By [Signature]
Deputy State Highway Engineer

Approval Recommended:

[Signature]
District Engineer

[Signature]
City and County Projects Engineer

Approved as to Form and Procedure:

[Signature]

APPROVED AS TO FORM

[Signature]
Deputy County Counsel

Deputy

COUNTY OF SANTA CLARA

(Local Agency)

By [Signature]
(Title)
Chairman of the Board of Supervisors

ATTEST: [Signature]
Clerk of the Board of Supervisors

CITY OF SAN JOSE

(Local Agency)

By [Signature] AZIZ MAMAR
(Title)

ATTEST: [Signature] City Manager

5 [Signature] City Clerk

ARTICLE IX-Project Location and description of work proposed:

Approved Federal-aid Secondary Urban Extension Project
UE-1009-2 on Bascom Avenue between Union Avenue and
National Avenue. Six-lane divided with two way left
turn median, and appurtenances. Net length 1.5+ miles.

ARTICLE X-Proposed Project funding:

1. Estimated Project Costs

Contract	\$934,000
Contingencies	46,700
Subtotal	\$980,700
Engineering	140,100
Total Cost	\$1,120,800
Less Nonparticipating Cost	163,755
Total Participating Cost	\$ 957,045

2. Based on this estimate the participating portion
of the project will be financed as follows:

	<u>State Funds</u> <u>(Sec. 143.3 S&HC)</u>	<u>Local Funds</u>	<u>Total</u>
City of San Jose	\$276,500	\$297,727	\$574,227
County of Santa Clara	<u>186,000</u>	<u>196,818</u>	<u>382,818</u>
TOTAL	\$462,500	\$494,545	\$957,045

ARTICLE XI - SPECIAL COVENANTS

1. In lieu of conflicting portions of Article III-6 and Article V-3, the following shall apply:

LOCAL AGENCY will not be required to advance deposit funds to finance preliminary engineering to be performed by STATE. Eligible preliminary engineering expenditures by STATE and LOCAL AGENCY will be taken into consideration after bid opening in computing the STATE and LOCAL shares of the project costs on the basis of the low bid. After contract award STATE'S share of project costs will be paid to LOCAL AGENCY upon proper billing, in monthly installments as the work progresses. The eligible preliminary engineering expenditures may be included in the first billing. Although LOCAL AGENCY may provide in its construction contract a "withholding" from progress payments to contractor, STATE'S share of the cost of completed work will be paid to LOCAL AGENCY in full. However, should for any reason this result in an overpayment of State's share LOCAL AGENCY agrees to refund amount of overpayment upon demand. Should LOCAL AGENCY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, may withhold an equal amount from future apportionments due LOCAL AGENCY from the Highway Users Tax Fund.

2. The specifications for the construction contract shall contain the Fair Employment Practices Provisions set forth in attached Exhibit B.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination in hiring, referrals, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

(9) The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the Fair Employment Practices requirements contained herein.

SECTION B: STATEMENTS AND PAYROLLS.--The Contractor shall maintain his records in conformance with the requirements in the Standard Specifications and the following special provisions:

(1) The Contractor and each subcontractor shall preserve his payroll records for a period of 3 years from the date of completion of this contract.

(2) The Contractor shall submit weekly a copy of all payrolls to the Engineer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Public Works, Division of Highways. The Contractor and subcontractor shall use Division of Highways certification set forth on Form HC-348 or the same certification appearing on the reverse side of optional Division of Highways Form HC-347, or any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

(3) The payrolls and payroll records shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears.

(4) The Contractor shall make his records available and is responsible for making his subcontractors' records available for inspection by authorized representatives of the Engineer and will permit such representatives to interview employees during working hours on the job.

FAIR EMPLOYMENT PRACTICES PROVISIONS

SECTION A: In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

memorandum



TO	Public Works, Attn: Jess Torres	FROM	Clerk, Board of Supervisors
SUBJECT	Engineering	DATE	May 4, 1971
LOCAL AGENCY AGREEMENT UE-1009-2 with State of California and City of San Jose for the Improvement of Bascom Avenue between Union Avenue and National Avenue - and Resolution authorizing execution			

8.

Agenda Item 8 - 5/4/71

Pursuant to the Public Works agenda transmittal memorandum, attached are the following documents for hand carrying to the California State Division of Highways and the City of San Jose:

1. Original and ^{three} two signed copies of Local Agency-State Agreement No. UE-71-17 (Urban Extension Project 1009-2); along with two facsimile stamped copies for Public Works' use; and,
2. Five certified copies of Resolution of the Board of Supervisors authorizing execution of said Agreement.

After execution of the Agreement by all parties, please see that a fully executed copy is returned to this office for our files.

kb
attachments

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 1,2,4

Page of

DATE: April 26, 1971

~~40~~

FOR: BOARD OF SUPERVISORS AGENDA OF May 4, 19 71

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

- TITLE: 1.) LOCAL AGENCY AGREEMENT UE-1009-2 AMONG STATE OF CALIFORNIA, CITY OF SAN JOSE AND COUNTY OF SANTA CLARA FOR BASCOM AVENUE.
 2.) AUTHORIZING RESOLUTION.

DESCRIPTION:

This agreement provides for the payment of Federal and Secondary Urban Extension funds allocated by the California Highway Commission for the improvement of Bascom Avenue between Union Avenue and National Avenue.

Availability of funds is based upon awarding a contract no later than June 30, 1971. This project is tentatively scheduled for advertisement on May 18, 1971 and award on June 15, 1971.

Approval is recommended.

The City of San Jose has the original and three (3) copies of The Local Agency Agreement. It is on the City Council's agenda for approval May 3, 1971. After execution by the City the original and copies will be hand delivered by Jess Torres of this office to the Board for execution.

After execution please call Jess Torres at 299-2362. The original and two (2) copies of the executed documents will be hand carried to California State Division of Highways for final processing.

LM:JYT:vlh

attachments

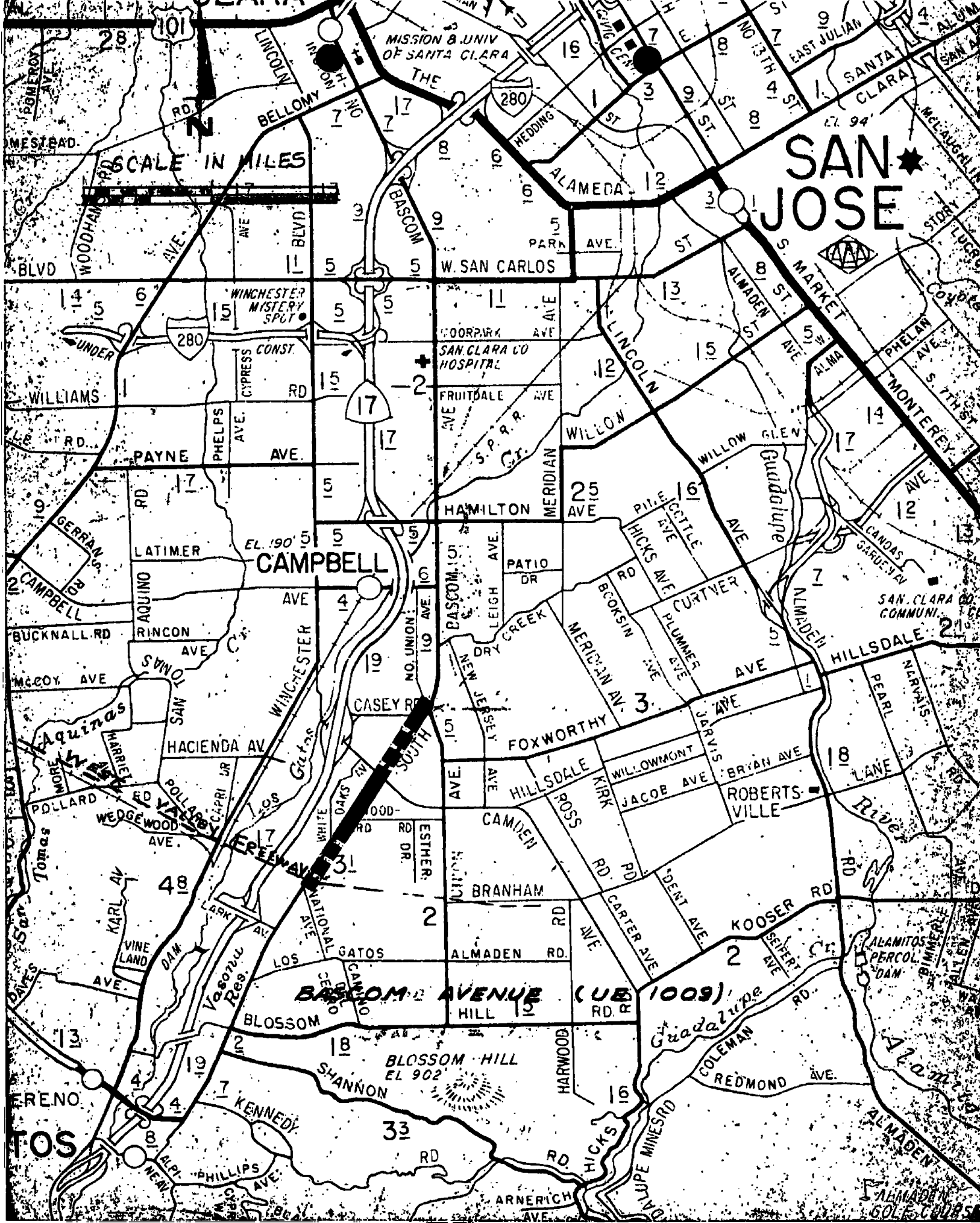
JM APPROVED: JAMES POTT *[Signature]*

HOWARD CAMPEN

MAY 4 1971 *B*

AGENDA DATA: DATE: _____
ITEM NO: _____

BOARD ACTION: _____



SAN JOSE

SCALE IN MILES

MISSION & UNIV OF SANTA CLARA

BELLOMY

ALAMEDA

W. SAN CARLOS

CAMPBELL

BLOSSOM AVENUE (UB 1009)

BLOSSOM HILL

WOODHAM BLVD
WILLIAMS RD
PAYNE RD
GERRAN RD
CAMPBELL RD
BUCKNALL RD
MCCOY AVE
AQUINAS
HARRELL
POLLARD
WEDGEWOOD AVE
KARL AV
VINE LAND AVE
DAM
Vasquez Res.
ERENO
TOS
NEW
PHILLIPS AVE

WINCHESTER
AQUINO
RINCON
SAN TOMAS
HACIENDA AV
WEDGWOOD
LARK
NATIONAL
GATOS
SHANNON
KENNEDY
PHILLIPS AVE

FOORPARK AVE
SAN CLARA CO HOSPITAL
FRUITDALE AVE
HAMILTON
MERCIDIAN
PATIO DR
BASKOM
LEIGH AVE
NEW JERSEY
FOXWORTHY
HILLSDALE
CAMIEN
BRANHAM
ALMADEN RD
HARWOOD
HICKS
ARNERICH AVE

S. MARKET
ALMADEN ST
WILLOW GLEN
WILLOWMONT
JACOB AVE
ROBERTS VILLE
KOOSE RD
SEIFERT AVE
ALAMITOS PERCOL DAM
ALMADEN GOLF COURSE

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA AUTHORIZING
EXECUTION OF AGREEMENT WITH THE STATE OF
CALIFORNIA RELATING TO URBAN EXTENSION
FUNDS FOR CONSTRUCTION OF BASCOM AVENUE

WHEREAS, the County of Santa Clara, acting in accordance with Streets and Highways Code Section 143.3, has requested State of California for an allocation of State Highway Funds to be used in constructing Bascom Avenue (UE Project UE-1009-2); and

WHEREAS, State of California has made the requested allocation and has executed together with County an agreement entitled "Local Agency - State Agreement No. UE 1009-2, Federal Aid Secondary Roads";

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Santa Clara, State of California hereby authorizes and directs the Chairman to execute the aforementioned "Local Agency - State Agreement UE 1009-2 on Behalf of Santa Clara County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on MAY 4 1971 by the following vote:

AYES: Supervisors ~~Mehrkens Sanchez Quinn Calvo Cortes~~
NOES: Supervisors NONE
ABSENT: Supervisors NONE

Dominic Cortes
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Jean Pullan

APPROVED AS TO FORM:

Gerald J. Thompson
Assistant/Deputy County Counsel

DATE: April 26, 1971

5 certified to Public Works
(2 for State, 1 for
City of San Jose, 2 for
Public Works)

MAY 4 1971

B

FPP:DCA:tc-B
4/27/71

RESOLUTION NO. 39536

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA AND THE COUNTY OF SANTA CLARA PROVIDING FOR FINANCIAL CONTRIBUTION BY THE STATE OF CALIFORNIA TOWARDS THE CONSTRUCTION OF BASCOM AVENUE BETWEEN UNION AVENUE AND NATIONAL AVENUE.

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

SECTION 1. The Mayor and City Manager are hereby authorized and directed to execute, on behalf of the City of San Jose, that certain agreement between the City of San Jose and the County of Santa Clara, hereinafter referred to as "Local Agency", and the State of California, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "State", namely, "Local Agency-State Agreement No. UE-71-17 Federal-Aid Secondary Roads", designated in the upper right hand corner as "Urban Extension Project 1009-2".

Said agreement provides that Local Agency will acquire rights of way for Bascom Avenue between Union Avenue and National Avenue, hereinafter referred to as the "Project", will prepare plans and specifications for the Project and award and administer the contract or contracts therefor and make payments to the contractor or contractors, that State shall contribute a sum towards the construction costs of the Project not to exceed \$468,500.00, and that San Jose's estimated share of the construction costs of the Project shall be \$297,727.00.

SECTION 2. The Director of Public Works of the City of San Jose is hereby authorized to carry out the terms and provisions of said agreement on behalf of City and to expend such moneys as are

necessary to meet City's obligations under said agreement from moneys properly appropriated therefor.

ADOPTED this 3rd day of May, 1971, by the following vote:

AYES: Councilmen - Colla, Goglio, Gross, Hays, Mineta.

NOES: Councilmen - None.

ABSENT: Councilmen - Shaffer and James.

Norman Albrecht
VICE Mayor

ATTEST: Francis L. Greiner

Francis L. Greiner
City Clerk

Void if detached

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:

Francis L. Greiner, City Clerk of the City of San Jose, Calif.

By: *Eve Jacobson* Deputy

Dated: *5/4/71*