

17.

*Signed by City
Aug 19*

*Erma says
have fully executed copy
but nothing 9-19-66*

July 3, 1963

Mr. Frank Greiner, Clerk
City of San Jose
1st and Mission Streets
San Jose, California

Subject: Agreement -- Capitol Expressway between
Senter Road and Aborn Road.

Dear Mr. Greiner:

Enclosed you will find the original and two copies of an Agreement between the County of Santa Clara and the City of San Jose relating to the improvement of the Capitol Expressway between Senter Road and Aborn Road.

The Board of Supervisors, at its regularly scheduled meeting on July 1, 1963, authorized its Chairman to execute this Agreement on behalf of the County. After execution on behalf of the City of San Jose, we would appreciate your returning the original and one copy, fully executed, to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board.

JP:DMR:mo'd
Encl.

cc: Public Works

(Handwritten mark)

OFFICE COPY
COUNTY COUNSEL

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF
SAN JOSE FOR THE IMPROVEMENT OF CAPITOL EXPRESSWAY BETWEEN
SESTER ROAD AND ABORN ROAD

WHEREAS, the City of San Jose (hereinafter called "City") and the County of Santa Clara (hereinafter called "County") desire to construct Capitol Expressway between Sester Road and Aborn Road (said construction being hereinafter called "said project"); and

WHEREAS, said project will be partly within the city limits of City and partly within the unincorporated territory of County, and City and County desire to provide for payment of their respective shares of the cost of construction of said project;

NOW, THEREFORE, County and City hereby agree as follows:

1. Preliminary Plans

County shall proceed with diligence to prepare preliminary plans and cross-sections for the design of said project. A copy of the preliminary plans shall be submitted to City for approval, and approval of the same by City shall be a condition precedent to any further action to be taken by County or City.

2. Final Plans, Bids, Contract and Supervision

Upon approval of the preliminary plans and cross-sections by City, County shall prepare and submit final plans and specifications for the construction of said project to the State Division of Highways Cooperative Projects Office (hereinafter called "State"). County shall further request State to advertise for bids, award a contract, and supervise the construction of said project to completion.

3. Allocation of Costs

For purposes of allocating any and all costs of said project to County and City, County and City agree to share equally in the sum total of all the costs incurred and expenditures made by County, including, but not limited to, engineering costs and

expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by State for the construction of said project, cost of extra work authorized by State, and cost of all materials not included in the contract price of said construction contract.

4. Acquisition of Rights of Way

For purposes of this agreement, a right of way shall be deemed acquired only where a deed or final order of condemnation has been recorded or where a court order for immediate possession has been granted.

(a) County shall acquire at its own expense all rights of way necessary for the construction of said project which lie within the unincorporated limits of County, unless as otherwise provided.

(b) City shall acquire at its own expense all rights of way necessary for the construction of said project which lie within the incorporated limits of City, unless as otherwise provided.

5. Payment of Costs

(a) County and City shall share equally the amount estimated by State to be County's and City's combined cost of the construction of said project. County shall notify City of said estimated combined cost and City shall pay fifty percent (50%) of said cost to County within forty (40) days after notification has been sent to City. Upon receipt of City's share of the estimated cost, County shall transmit to State County's and City's combined estimated cost of the construction of said project.

(b) Upon completion of said project, County shall obtain from State a final accounting of the costs of the construction of said project. In the event the final accounting shows the final cost to be in excess of the estimated cost of said project, County and City shall share equally the difference, and the same shall be paid to State. City's contribution shall be paid to

County within forty (40) days after the date County gives City notice of said excess amount. Upon receipt of City's contribution, County shall transmit the amount to State. In the event the final accounting shows the share of the cost of the construction of said project to County and City to be less than the estimated amount, County shall forthwith pay to City fifty percent (50%) of all sums refunded to County by State from funds deposited pursuant to paragraph 5(a) above.

IN WITNESS WHEREOF, City and County have caused this agreement to be executed by their respective officers duly authorized:

By CITY this JUL 1 1963, and by COUNTY this July 1, 1963

CITY OF SAN JOSE

By _____
Mayor

ATTEST:

City Clerk

Deputy City Clerk

"CITY"

COUNTY OF SANTA CLARA

By R. W. ...
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Jean Pullan

"COUNTY"

memorandum



TO	FILE	FROM	Sunny
SUBJECT	Agreement - Capitol Expressway btw Senter Rd. and Aborn Rd.		DATE 9/20/66

This date Erma Evans, Public Wks. Dept., informed above as follows regarding original executed copy of Agreement between County and City of San Jose:

P/W could not locate executed copy; contacted City S.J. and they had no original.

P/W has executed resolution and ordinance signed by S.J. This job is completed and the City of S.J. has paid their share.

According to Bill Seigal, County Counsel, this original agreement is not necessary.

However, City Council of San Jose will agree to sign new original agreement if necessary.

#17

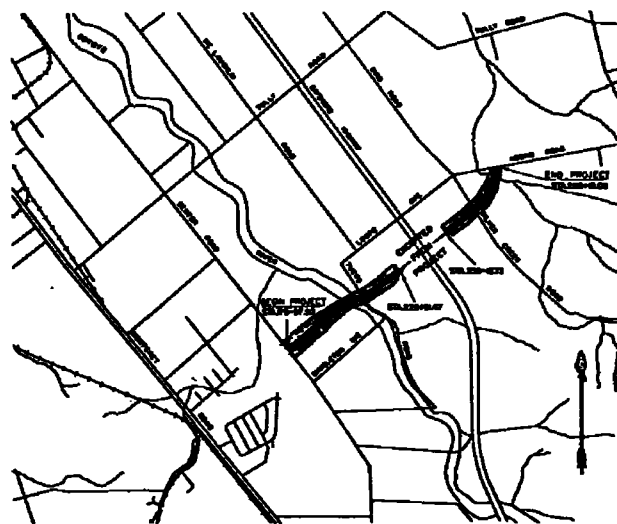
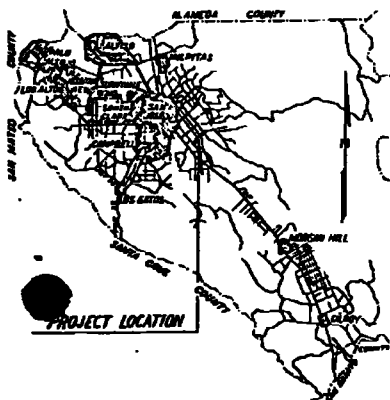
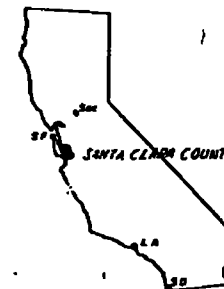
INDEX OF SHEETS

SHEET NO. 1	TITLE PAGE
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1-3	CROSS SECTIONS
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STATE OF CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF HIGHWAYS
 PLANS FOR CONSTRUCTION ON

SANTA CLARA
 COUNTY HIGHWAY
 FEDERAL AID SECONDARY PROJECT
 S-1015(3) & UE-1
 CAPITOL EXPRESSWAY
 BETWEEN SENTER ROAD & ABORN ROAD
 NEAR SAN JOSE

DATE	DRAWN	CHECKED	SCALE
			7 23



SCALE IN FEET

NET LENGTH 1.497 MILES

CONVENTIONAL SIGNS

County Line	-----	Traveled Way	-----
City or Town Limits	-----	Railroad Tracks	-----
Township Line	-----	Levee	-----
Section Line	-----	Colverts	-----
Range Line	-----	Ditch Inlet	-----
Pond	-----	Power Pole	○
Wooded Area	-----	Power Pole	○
Unimproved Property	-----	Telegraph or Telephone Pole	◇
Right of Way Line	-----		
Base of Survey Line	-----	Marsh	-----

COUNTY

[Signature]

STATE OF CALIFORNIA

APPROVED

[Signature]

SD2