

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

P. O. BOX 1499, SACRAMENTO



October 13, 1964

04-SC1-1015-CR
S-1015(3)
04-101514(505)
(64-6Y24C16-P)
Capitol Expressway

*04
10/13*

Board of Supervisors
Santa Clara County
Court House
San Jose, California

Gentlemen:

This is to inform you that the Director of Public Works, State of California, on October 9, 1964, accepted contract 04-101514(505), (64-4Y24C16-P) which covered the improvement of Federal-aid Secondary Highway 1015 on Capitol Expressway between Tuers Road and Aborn Road near San Jose.

Subsequent to that date, under the provisions of the County-State Agreement covering said project, it is the obligation of the County to maintain this improvement.

Although this project was constructed under a contract awarded by the Department of Public Works and was financed partially with Federal-aid and State Highway funds, it is on a County highway and the project was engineered substantially with County personnel. The Division of Highways is appreciative of this opportunity to cooperate with Santa Clara County in a project of such importance to the local community.

Yours very truly,

J. C. WOMACK
State Highway Engineer

By

F. E. Baxter
F. E. Baxter
Assistant State Highway Engineer

10/15/64

RECEIVED
COUNTY OF SANTA CLARA
OCT 15 10 21 AM '64

TO THE BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
FROM THE COUNTY ENGINEER
SUBJECT: [Illegible]

RECEIVED
BOARD OF SUPERVISORS
OCT 15 10 21 AM '64
COUNTY OF
SANTA CLARA

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT IV
150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA
UNDERHILL 3-0222

2142
Capitol III

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3886, RINCON ANNEX
SAN FRANCISCO 18

PLEASE REFER
TO FILE NO.

August 30, 1963

IV-SC1-S-1015(3)
Capitol Expressway

Warrant No. 735
to Dist IV Sept. 17, 1963.
JK

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

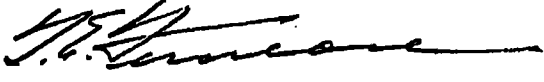
Dear Mr. Enochs:

Attached, is a counterpart of County-
State Agreement #24, executed by the County
on August 19, 1963, and now executed on
behalf of the State.

The Agreement applies to FAS Project
S-1015(3), on Capitol Expressway between
Tuers Road and Aborn Road.

Yours very truly,

J. P. Sinclair
Assistant State Highway Engineer

By 
T. E. Ferneau
Assistant District Engineer

RECEIVED

COUNTY-STATE AGREEMENT NO. 24
FEDERAL-AID SECONDARY ROADS

IV Santa Clara
District County
FEDERAL PROJECT 8-1015(3)

CAPITOL EXPRESSWAY

THIS AGREEMENT, made in duplicate this 19th day of August, 1963

by and between the COUNTY OF SANTA CLARA, State of California, hereinafter referred to as the "County," 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.

Santa Clara County agrees to provide necessary matching funds prior to award of contract.

The Board of Supervisors of the County of Santa Clara by Resolution dated AUG 19, 1963 has 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:

H. Gorman
District Engineer

[Signature]
CITY AND-COUNTY PROJECTS ENGINEER

Approved as to Form and Procedure:

[Signature]
ATTORNEY for the Department

County of Santa Clara

[Signature]
Chairman of the Board of Supervisors

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. C. WOMACK
State Highway Engineer
By [Signature]
Deputy State Highway Engineer

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

1. Under the provisions of the Federal-Aid Highway Acts certain funds are authorized to be appropriated for expenditure on a system of principal secondary roads to be selected by the State highway department in cooperation with the county supervisors and the Commissioner of Public Roads. The route upon which the subject project is proposed has been so selected and approved by the Commissioner of Public Roads for inclusion in the Federal-Aid Secondary Road System. Federal-Aid Highway funds are now available for obligation to the subject project.

2. The Department is required to enter into an agreement with the Commissioner of Public Roads relative to the execution of this project and the obligation of participating Federal-Aid funds.

WHEREFORE, in consideration of the promises herein contained, the parties agree as follows:

Article II. Cooperation with the United States.

MAINTENANCE

1. The Federal-Aid Acts require that the maintenance of projects constructed thereunder shall be the responsibility of the State and that a project for which the Department proposes to provide maintenance by an agreement with the County shall not be approved if any project previously improved with Federal funds under the provisions of the Federal Highway Acts, as amended and supplemented, which the County has agreed to maintain, is not being satisfactorily maintained as determined by the Commissioner.

It is therefore agreed that after completion of said project or usable portions thereof, and upon notice of such completion, the County will maintain the completed works in a manner satisfactory to the authorized agents of the United States.

Article III. Control of Work.

RIGHT OF WAY

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.

1. Such rights of way as are necessary for the construction of the proposed improvements, will be furnished by the County.

2. It is understood that a contract for the construction of this project or any portion thereof cannot be awarded until the necessary right of way has been made available.

3. The County will furnish to the Department prior to advertising of the project evidence that necessary rights of way are available for construction purposes.

4. The County agrees to pay from county funds any costs, which are incurred in connection with this project, which arise out of right of way litigation or delays to the contractor because right of way has not been made available to him for the orderly prosecution of the work.

ENGINEERING

Preliminary Engineering—The term "preliminary engineering" as used herein includes all preliminary work, including but not restricted to, preliminary surveys and report, laboratory work, soil investigation, preparation of plans, design and advertising.

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.

County employees shall perform all engineering work. It is understood that the Department is held responsible by the United States Government for the conduct of the work and for satisfactory results and that the Department may not delegate its responsibility. It is therefore agreed that the Department will exercise general supervision over the work and may take direct control of the subject project at its discretion when it is deemed that the responsibility of the Department requires.

When the cost of Right of Way, Preliminary Engineering or Construction Engineering, incurred by the County is to be borne in part by Federal-Aid funds, the Department will reimburse the County for services performed on the basis of the actual cost thereof to the County including compensation and expense of personnel working on the project, the required materials and the use of county-owned automobiles at the rate of four cents per mile, provided, however, that the County will contribute its general administrative and overhead expense. Payments for such work will be made by the Department upon receipt of bills therefor, prepared in such form and supported by such detail as may be prescribed by the Department. The Department and the Bureau of Public Roads shall be given access to the County's books and records for the purpose of checking costs paid or to be paid by the Department hereunder.

AWARD OF CONTRACT

Actual construction work will be performed by contract. The Department will make the final preparation for advertising, will advertise and award the contract and will make payments to the contractor as the same become due.

Prior to advertising for bids the County and the Department must agree on an engineer's estimate as to the estimated cost of the project. No contract for an amount in excess of said engineer's estimate will be awarded unless sufficient funds are available and both the Department and County agree to such award.

Article IV. Special Covenants.

1. **Nonparticipating Items.** All costs ruled ineligible under the Federal-Aid Highway Acts but properly chargeable to this project shall be paid by the County.

2. **Preliminary Engineering.** All preliminary engineering charges, including the cost of advertising, have been or will be paid by the County from funds other than those provided by the Federal-Aid Highway Acts.

3. **Construction Engineering.** The construction engineering is included in the estimated cost and may be paid from Federal and County funds.

4. **Claims.** Since this project is not on a State Highway, State Highway funds may not be used to finance any costs including claims submitted by the contractor, Public Utilities, Rights of Way or other pertinent charges.

In the event that such claims are submitted and the Bureau of Public Roads and State Attorneys rule such claims cannot be paid by funds provided by the Federal-Aid Highway Acts the County will upon the demand of the Department, deposit with the State Treasurer, a sum sufficient to cover the cost of any or all claims.

Article V.

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

RECEIVED
PUBLIC WORKS

SEP 3 9 09 AM '63

COUNTY OF
SANTA CLARA

Exhibit B

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

Approved Federal-aid Secondary Project S-1015(3), in Santa Clara County, covering proposed grade and surface two-lanes (Stage Construction) on Capitol expressway between Tuers Road and Aborn Road, net length 0.908 mile.

ARTICLE VII - Funds to be Used for the Project:

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

PRELIMINARY ENGINEERING		\$ 1,100.00
Contract Items	\$233,802.00	
Supplemental Work	<u>12,000.00</u>	
Subtotal	\$245,802.00	
Contingencies	12,198.00	
CONTRACT TOTAL		\$258,000.00
Construction Engineering (State-furnished)		<u>2,000.00</u>
TOTAL		\$261,100.00

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

Federal-aid Secondary Funds		\$129,697.00
State Highway Matching Funds		\$ 86,971.00
County Funds deposited to date for this project.		1,100.00
County Funds to be deposited	<i>Pay this</i> →	<u>49,332.00</u>

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.

4. The County may, prior to opening of bids, deposit with the Division of Highways the amount shown in paragraph 2, above, to permit prompt award of a contract on the basis of the lowest satisfactory bid within the estimate contained in this Agreement. The Department will refund or transfer to other county projects any portion of such deposit not required for this project. The County agrees, in any event, to deposit with the Division of Highways the above amount, or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid, within five days of being notified of the amount of the bid and the proposed financing.

5. This project will be constructed under a Department of Public Works contract which will also include similar construction on Capitol Expressway between Senter Road and Sierra Road which similar construction is to be covered in detail by a separate Local Agency-State Agreement between the County of Santa Clara, City of San Jose and the Department.

ARTICLE VIII - Special Covenants:

1. This project has been approved by the Bureau of Public Roads as stage construction. The County agrees to complete the improvement to the final stage with or without Federal participation.

2. The County agrees to construct any necessary approaches to line, grade, and section approved by the Division of Highways and the Bureau of Public Roads, with or without Federal aid.

SANTA ANA COUNTY
JUL 19 10 50 AM '63

PUBLIC WORKS

RECEIVED COUNTY & ENGINEER

AUG 2 1963

DEPT. OF PUBLIC WORKS

JUL 23 1963

DEPT. OF PUBLIC WORKS

SANTA ANA COUNTY

JUL 6 10 32 AM '63

RECEIVED

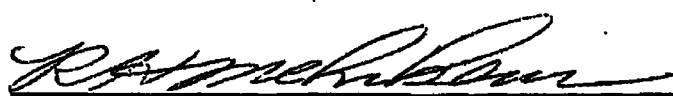
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RESOLUTION OF THE BOARD OF SUPERVISORS
AUTHORIZING CONSTRUCTION OF A PORTION
OF CAPITOL EXPRESSWAY


The Board of Supervisors of the County of Santa Clara, State of California, hereby authorizes 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 Capitol Expressway, said agreement being more particularly described as "County-State Agreement No. 24 Capitol Expressway Federal Project S-1015(3)".

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on AUG 19 1963, 1963, by the following vote:

AYES: Supervisors, Levin [redacted] Spangler Mehrkens Sanchez
NOES: Supervisors, None
ABSENT: Supervisors, Della Magglore


Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors



JRK:meb - 8/9/63

cc STATE (3)
COUNSEL

AUG 19 1963
ADOPT: 1/2 YES: L-D-M-S-Sr
NO: _____ ABSTAINS: _____
ABSENT: ll.

37
Cal. Highway
1-23-64
1-23-64
State of California
Federal Highway
Co. of Santa Clara
Signed at
Tom Wilson
Agreement

713

August 21, 1963

Mr. J. P. Sinclair
Asst. State Highway Engineer
State Division of Highways, District IV
P. O. Box 3366, Rincon Annex
San Francisco 19, California

Subject: County-State Agreement No. 24 - Capitol Express-
way - Federal Project S-1015(3) *Rt. 101. Iners and
Alvarn Roads.*

Dear Mr. Sinclair:

Enclosed you will find four copies of an Agreement between the State of California and the County of Santa Clara relating to a portion of the Capitol Expressway as described in County-State Agreement No. 24. After execution on behalf of the State of California, please return a fully executed copy of this Agreement to this office.

Also enclosed please find three certified copies of a Resolution adopted by the Board of Supervisors of the County of Santa Clara at its regularly scheduled meeting on August 19, 1963, authorizing its Chairman to execute this Agreement on behalf of the County.

Very truly yours,
BOARD OF SUPERVISORS

Mrs. Jean Pullian
Clerk of the Board

JP:DMR:kb
Encls.

#34a

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT IV
150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA
UNDERHILL 3-0222

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3360, RINCON ANNEX
SAN FRANCISCO 19

August 5, 1963

PLEASE REFER
TO FILE NO.

IV-SC1-S-1015(3)
Capitol Expressway

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

Dear Mr. Enochs:

Attached, are four copies of County-State Agreement No. 24 covering the proposed two-lane grading and surfacing on Capitol Expressway between Tuers Road and Aborn Road, FAS Project S-1015(3), in Santa Clara County. The Agreement has been revised in accordance with your letter dated July 30, 1963.

Please process this Agreement in the usual manner, returning to this office the original and two copies, attaching to each a copy of the authorizing Resolution.

The right of way for this project has not yet been certified.

The attached tabulation indicates the status of funds available to the County for the financing of this project.

Yours very truly,

J. P. Sinclair
Assistant State Highway Engineer

By *Allen M. Fortney*
Allen M. Fortney
City and County
Cooperative Projects Engineer

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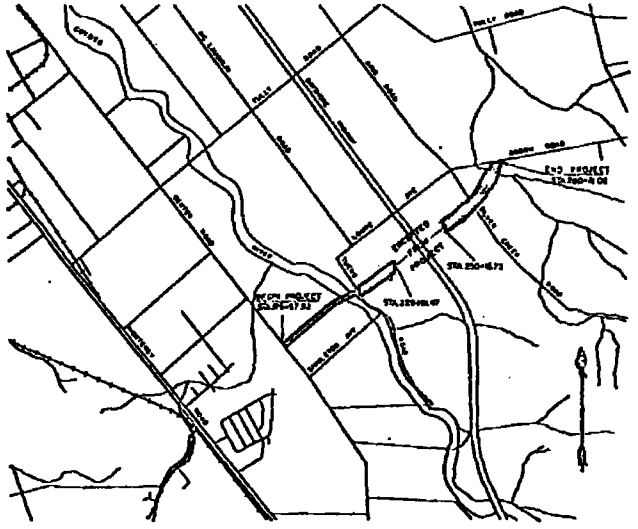
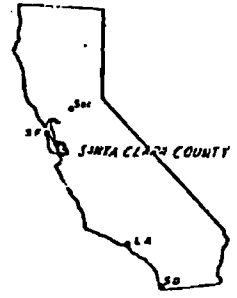
INDEX OF SHEETS

SHEET NO.	TITLE PAGE
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14-18	DRAINAGE
19-27	QUANTITIES
28-29	STANDARDS
30-31	CROSS SECTIONS
32-33	BRIDGE PLANS
34	COYOTE RIVER BRIDGE

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	NO.	REVISION	BY	CHK'D
	1			



SCALE IN FEET

NET LENGTH 1.497 MILES

CONVENTIONAL SIGNS

County Line	-----	Traveled Way	-----
City or Town Limits	-----	Railroad Tracks	-----
Shipship Line	-----	Levee	-----
Section Line	-----	Canals	-----
Grant Line	-----	Deep Inlet	-----
Fence	-----	Power Pole	○
Guard Rail	-----	Power Tower	◇
Un-fenced Property	-----	Telegraph or Telephone Pole	◇
Right of Way Line	-----	Marsh	
Base of Survey Line	-----		

COUNTY

[Signature]
 COUNTY ENGINEER

[Signature]
 STATE ENGINEER

STATE OF CALIFORNIA

APPROVED . 18

DESIGNED BY [Signature] DRAWN BY [Signature] CHECKED BY [Signature] DATE [Signature]

SD-2